# 19-35 River St.

*Winchester, MA*

## *Application for Site Eligibility*

**Submitted To:**

**Masshousing**

**March 2019**

# TABLE OF CONTENTS


1. Comprehensive Permit Site Approval Application
2. Location Map
3. Tax Maps
4. Directions of the Site
5. Existing Conditions Plan
6. Aerial Photographs
7. Site/Context Photographs
8. Existing Conditions Narrative
9. By-right Site Plan
10. Preliminary Engineering Plans
11. Preliminary Architectural Plans
12. Architectural Narrative
13. Zoning Analysis
14. P&S Agreement
15. Letter of Interest from an NEF Lender
16. Market Comps
17. Development Team Qualifications
18. Narrative Regarding Municipal Contact
19. Evidence of Submission to the Municipality
20. Copy of Notification to DHCD
21. SLV River Street, LLC Documents
22. Developer Acknowledgement of Obligations

MassHousing

# Comprehensive Permit Site Approval Application/Rental

www.masshousing.com | www.masshousingrental.com

## Comprehensive Permit Site Approval Application/Rental

Attached is the Massachusetts Housing Finance Agency ("MassHousing") application form for Project Eligibility/Site Approval ("Site Approval") under the state's comprehensive permit statute (M.G.L. c. 40B, Sections 20-23 enacted as Chapter 774 of the Acts of 1969) known as "Chapter 40B". Developers seeking a comprehensive permit to construct affordable housing under Chapter 40B and intending to use a MassHousing financing program or financing through the New England Fund ("NEF") program must receive Site Approval from MassHousing. This approval (also referred to as "project eligibility approval") is a required component of any comprehensive permit application to be submitted to the local Zoning Board of Appeals of the municipality in which the development is to be located.

As part of its review of your application, MassHousing will conduct an inspection of the site and will solicit comments from the relevant municipality. MassHousing will consider any relevant concerns that the municipality might have about the proposed project or the developer. The applicant is encouraged, therefore, to make contact with the municipality prior to submitting the Site Approval application in order to ensure that the applicant understands any concerns that the municipality may be likely to raise regarding the proposed development.

In order for a project to receive Site Approval, MassHousing must determine that (i) the applicant has sufficient legal control of the site, (ii) the applicant is a public agency, non-profit organization or limited dividend organization, and (iii) the applicant and the project are generally eligible under the requirements of the MassHousing program selected by the applicant, subject to final eligibility review and approval. Furthermore, MassHousing must determine that the site of the proposed project is generally appropriate for residential development (taking into consideration municipal actions previously taken to meet affordable housing needs) and that the conceptual project design is generally appropriate for the site. In order for MassHousing to be able to make these findings (required by 760 CMR 56.04 (4)), it is important that you answer all questions in the application and include all required attachments.

**Please note that MassHousing requires that all applicants meet with a member of our 40B Department staff before submitting their application. Applications for any projects that have not been the subject of a required pre-application meeting will not be accepted or processed.**

Upon completion of its analysis, MassHousing will either issue a Site Approval Letter that approves, conditionally approves or denies the application. If the application is approved, the applicant should apply to the Zoning Board of Appeals within two years from the date of the Site Approval Letter (unless MassHousing extends such term in writing).

Please note that Site Approval from MassHousing does not constitute a loan commitment by MassHousing or any other financing program. All potential MassHousing financing is subject to further review and underwriting by MassHousing's Rental Lending Department.

Please be sure you have familiarized yourself with all of the applicable requirements set forth in the Chapter 40B regulations and guidelines, which can be found at

http://www.mass.gov/hed/economic/eohed/dhcd/legal/regs/760-cmr-56.html and
www.mass.gov/hed/docs/dhcd/legal/comprehensivepermitguidelines.pdf.

Instructions for completing the Site Approval Application are included in the application form which is attached. The completed application form and all additional documentation should be sent, after your pre-application meeting has been held, to:

**Gregory Watson, Manager of Comprehensive Permit Programs**
**MassHousing, One Beacon Street, Boston, MA 02108**

We look forward to working with you on your proposed development. Please contact Gregory Watson at 617-854-1880 or gwatson@masshousing.com to discuss scheduling your pre-application meeting or if there is any assistance that we can provide in the meantime to make your application process a smooth and efficient one.

## Our Commitment to You

MassHousing recognizes that applicants seek some measure of predictability regarding the timeframe for our processing of their applications. Our staff will endeavor to adhere to the following schedule for reviewing applications for site approval:

Within two (2) business days of receipt of your application (provided that you have attended a required pre-application meeting) a member of our staff will notify you of any of the items listed on the checklist at the end of the application form that were missing from your application package. Please note that our acknowledgement of receipt of an item does not indicate that any substantive review has yet taken place.

**If your application package is missing any of the items indicated on the checklist by an asterisk, we will not be able to continue processing your application until such items are received.**

If we have received the information which is crucial to the commencement of our review process, we will proceed to (i) give the municipality a period of thirty (30) days in which to submit comments relating to your proposal, (ii) schedule and conduct a site visit, and (iii) solicit bids for and commission and review an "as is" appraisal of your site.

If during our review of your application package we determine that additional information or clarification is needed, we will notify you as soon as possible. Depending on when we receive such additional information, this may affect the amount of time required for MassHousing to complete the site approval process.

Assuming that your application package was complete and that you respond in a timely manner to requests for additional information or clarification, we would expect to issue or deny your site approval within 60 days of our receipt of your application package.

MASSHOUSING

## Application for Chapter 40B Project Eligibility/Site Approval
### for MassHousing-Financed and New England Fund ("NEF") Rental Projects

*Please be sure to answer ALL questions. Indicate "N/A", "None" or "Same" when necessary.*

**Section 1: GENERAL INFORMATION** (also see Required Attachments listed at end of Section 1)

Name of Proposed Project: 19-35 River Street

Municipality: Winchester MA

Address of Site: 19-35 River Street

Cross Street *(if applicable)*: Cross Street

Zip Code: 1890

Tax Parcel I.D. Number(s) *(Map/Block/Lot)*: Map 13 , Lots 255 & 256

**Name of Proposed Development Entity** *(typically a single purpose entity)*: SLV Winchester I, LLC

Entity Type: Limited Dividend Organization ✔ Non-Profit* ___ Government Agency ___

** If the Proposed Development Entity is a Non-Profit, please contact MassHousing regarding additional documentation that must be submitted.*

Has this entity already been formed? Yes ___ No ✔

**Name of Applicant** *(typically the Proposed Development Entity or its controlling entity or individual)*: SLV Winchester I, LLC

Applicant's Web Address, if any: NA

Does the Applicant have an identity of interest with any other member of the development team or other party to the Proposed Project? Yes ___ No ✔ If yes, please explain: ___

**Primary Contact Information** *(required)*

Name of Individual: Justin Krebs

Relationship to Applicant: Applicant/Developer

Name of Company *(if any)*: SLV Winchester I, LLC

Street Address: 257 Hillside Avenue

City/Town/Zip: Needham, MA. 02494

Telephone *(office and cell)* and Email: 617-795-4201 / jkrebs@kigadvisors.com

**Secondary Contact Information** *(required)*

Name of Individual: Geoffrey Engler

Relationship to Applicant: Applicant/Developer

Name of Company *(if any)*: SLV Winchester I, LLC

Street Address: 257 Hillside Avenue

City/Town/Zip: Needham, MA. 02494

Telephone *(office and cell)* and Email: (617) 782-2300 x202 / gengler@s-e-b.com

**Additional Contact Information** *(optional)*

Name of Individual: _____

Relationship to Applicant: _____

Name of Company *(if any)*: _____

Street Address: _____

City/Town/Zip: _____

Telephone *(office and cell)* and Email: _____

**Anticipated Construction Financing:** MassHousing ☐ NEF Bank ✔

If NEF Bank, Name of Bank: Cambridge Savings Bank

**Anticipated Permanent Financing:** MassHousing ☐ NEF Bank ✔

If NEF Bank, Name of Bank: Cambridge Savings Bank

Total Number of Units 147 # Affordable Units 37 # Market Rate Units 110

Age Restricted? Yes/No No If Yes, 55+ or 62+? _____

**Brief Project Description (150 words or less):**

The proposed development will replace these structures with a single, 5-story multifamily residential building containing 147 apartment units and 211 surface level parking spaces.

The building location as well as the existing site topography serve to help hide surface parking spaces. Located uphill of the surface lot, the proposed building, as well as the planted amenity deck, will screen approximately 70% of the surface parking spaces. This configuration also ensures that all habitable levels of the building, and the majority of accessible open space, are lifted above the 100 year flood plain level.

## Required Attachments Relating to Section 1

**1.1 Location Map**

Provide a USGS or other form of map clearly marked to show the site's location, and an approximate property boundary.

**1.2 Tax Map**

Provide a copy of municipal tax map (assessor's plan) with subject parcels and parcel ID #'s clearly identified.

**1.3 Directions**

Provide detailed written directions to the site, noting the entrance to the site, relevant boundaries and any prominent landmarks that can be used for identification purposes.

## Application for Chapter 40B Project Eligibility/Site Approval
## for MassHousing-Financed and New England Fund ("NEF") Rental Projects

### Section 2: EXISTING CONDITIONS / SITE INFORMATION (also see Required Attachments listed at end of Section 2)

*In order to issue Site Approval, MassHousing must find (as required by 760 CMR 56.04 (4)) that the site is generally appropriate for residential development.*

Name of Proposed Project: 19-35 River Street

| Buildable Area Calculations | Sq. Feet/Acres *(enter "0" if applicable—do not leave blank)* |
|---|---|
| Total Site Area | 137,186.00 |
| Wetland Area (per MA DEP) | |
| Flood/Hazard Area (per FEMA) | 57,699.00 |
| Endangered Species Habitat (per MESA) | |
| Conservation/Article 97 Land | |
| Protected Agricultural Land (i.e. EO 193) | |
| Other Non-Buildable (Describe) | |
| Total Non-Buildable Area | 57,699.00 |
| Total Buildable Site Area | 79,487.00 |

**Current use of the site and prior use if known:** 19 River Street contains a 25,000 SF +/- one-story building classified as a factory use. 35 River Street contains a 15,000 SF +/- one story building classified as an industrial warehouse and a 2,500SF tented storage area

Is the site located entirely within one municipality? Yes ✔ No ___

If not, in what other municipality is the site located? _____

How much land is in each municipality? *(the Existing Conditions Plan must show the municipal boundary lines)* _____

**Current zoning classification and principal permitted uses:** Limited Light Industrial District (IL)

### Previous Development Efforts

Please list *(on the following page)* any previous applications pertaining to construction on or development of the site, including (i) type of application (comprehensive permit, subdivision, special permit, etc.); (ii) application filing date; (iii) date of denial, approval or withdrawal. Also indicate the current Applicant's role, if any, in the previous applications. *Note that, pursuant to 760 CMR 56.03 (1), a decision of a Zoning Board of Appeals to deny a Comprehensive Permit, or (if the Statutory Minima defined at 760 CMR 56.03 (3) (b or c) have been satisfied) grant a Comprehensive Permit with conditions, shall be upheld if a related application has previously been received, as set forth in 760 CMR 56.03 (7).*

To the best of your knowledge, has this site ever been rejected for project eligibility/site approval by another subsidizing agency or authority? No site approval application has ever been submitted

| Existing Utilities and Infrastructure | Yes/No | Description |
|---|---|---|
| Wastewater- private wastewater treatment | NA | |
| Wastewater - public sewer | yes | In Street |
| Storm Sewer | yes | In Street |
| Water-public water | yes | In Street |
| Water-private well | NA | |
| Natural Gas | yes | In Street |
| Electricity | yes | In Street |
| Roadway Access to Site | yes | Direct access on to River Street |
| Sidewalk Access to Site | No | no sidewalk on River Street |
| Other | | |

**Describe surrounding land use(s):** Properties surrounding the site are zoned IL as well as general residence Districy (RG-6.5) and Conservancy-Institutional District (SCI). The site is proximate to two different multi-family residential developments

| Surrounding Land Use/Amenities | Distance from Site | Available by Public Transportation? |
|---|---|---|
| Shopping Facilities | .6 mi | no |
| Schools | .5 mi | no |
| Government Offices | 1.5 mi | no |
| Multi-Family Housing | .1 mi | no |
| Public Safety Facilities | 1.3 | no |
| Office/Industrial Uses | .1 | no |
| Conservation Land | .2 mi | no |
| Recreational Facilities | .2 mi | no |
| Houses of Worship | 0.8 | no |
| Other | 2.1 mi | no |

**List any public transportation near the Site, including type of transportation and distance from the site:**

Rail lines: Lowell Line: 1.4 mi
Haverhill line 1.4 mi

## Site Characteristics and Development Constraints

*Please answer "Yes", "No" or "Unknown" to the following questions. If the answer is "Yes" please identify on Existing Conditions Plan as required for Attachment 2.1 and provide additional information and documentation as an attachment as instructed for Attachment 2.4, "Documentation Regarding Site Characteristics/Constraints."*

Are there any easements, rights of way or other restrictions of record affecting the development of the site? no

Is there any evidence of hazardous, flammable or explosive material on the site? no

Is the site, or any portion thereof, located within a designated flood hazard area? yes

Does the site include areas designated by Natural Heritage as endangered species habitat? no

Are there documented state-designated wetlands on the site? no

Are there documented vernal pools on the site? no

Is the site within a local or state Historic District or listed on the National Register or Historic Places? no

Has the site or any building(s) on the site been designated as a local, state or national landmark? no

Are there existing buildings and structures on site? yes

Does the site include documented archeological resources? no

Does the site include any known significant areas of ledge or steep slopes? yes (rear of the property)

## Required Attachments Relating to Section 2

### 2.1 Existing Conditions Plan

Please provide a detailed Existing Conditions Plan showing the entire site, prepared, signed and stamped by a Registered Engineer or Land Surveyor. Plans should be prepared at a scale of 1"=100' or 1"=200' and should include the following information:

- **a.** Reduced scale locus map
- **b.** Surveyed property boundaries
- **c.** Topography
- **d.** Wetland boundaries (if applicable)
- **e.** Existing utilities (subsurface and above ground)
- **f.** Natural features including bodies of water, rock outcroppings
- **g.** Existing easements and/or rights of way on the property
- **h.** Existing buildings and structures, including walls, fences, wells
- **i.** Existing vegetated areas
- **j.** Existing Site entries and egresses

Please provide one (1) set of full size (30"x40") plans along with one (1) set of 11x17 reproductions and one (1) electronic set of plans. Please note that MassHousing cannot accept USB flash drives.

### 2.2 Aerial Photographs

Please provide one or more aerial photograph(s) of the site (such as those available online) showing the immediate surrounding area if available. Site boundaries and existing site entrance and access points must be clearly marked.

### 2.3 Site/Context Photographs

Please provide photographs of the site and surrounding physical and neighborhood context, including nearby buildings, significant natural features and land uses. Please identify the subject and location of all photographs.

### 2.4 Documentation Regarding Site Characteristics/Constraints

Please provide documentation of site characteristics and constraints as directed including available narratives, summaries and relevant documentation including:

Flood Insurance Rate Map (FIRM) showing site boundaries
Wetlands delineation
Historic District Nomination(s)

### 2.5 By-Right Site Plan *(if available)*

MassHousing will commission, at your expense, an "as-is" appraisal of the site in accordance with the Guidelines, Section B (1). Therefore, if there is a conceptual development plan which would be permitted under current zoning and which you would like the appraiser to take into consideration, or if permits have been issued for alternative development proposals for the site, please provide two (2) copies of a "by-right" site plan showing the highest and best use of the site under current zoning, and copies of any existing permits. These will assist the appraiser in determining the "as is" value of the site without any consideration being given to its potential for development under Chapter 40B.

## Application for Chapter 40B Project Eligibility/Site Approval
## for MassHousing-Financed and New England Fund ("NEF") Rental Projects

### Section 3: PROJECT INFORMATION (also see Required Attachments listed at end of Section 3)

*In order to issue Site Approval, MassHousing must find (as required by 760 CMR 56.04 (4)) that the proposed project appears generally eligible under the requirements of the housing subsidy program and that the conceptual project design is generally appropriate for the site.*

Name of Proposed Project: 19-35 River Street

Project Type *(mark both if applicable)*: New Construction ✔ Rehabilitation ☐ Both ☐

Total Number of Dwelling Units: 147

Total Number of Affordable Units: 37

Number of 50% AMI Affordable Units: ____

Number of 80% AMI Affordable Units: 37

Number of Market Rate Units: 110

**Unit Mix: Affordable Units**

| Unit Type | Studio | 1 Bedroom | 2 Bedroom | 3 Bedroom | 4 Bedroom |
|---|---|---|---|---|---|
| Number of Units | | 8 | 24 | 5 | |
| Number of Bathrooms | | 1 | 2 | 2 | |
| Square Feet/Unit | | 855 | 1150 | 1275 | |

**Unit Mix: Market Rate**

| Unit Type | Studio | 1 Bedroom | 2 Bedroom | 3 Bedroom | 4 Bedroom |
|---|---|---|---|---|---|
| Number of Units | | 24 | 71 | 15 | |
| Number of Bathrooms | | 1 | 2 | 2 | |
| Square Feet/Unit | | 855 | 1150 | 1275 | |

Percentage of Units with 3 or More Bedrooms*: 13%

* *Note that the January 17, 2014 Interagency Agreement Regarding Housing Opportunities for Families with Children requires that at least 10% of the units in the Project must have three (3) or more bedrooms. Evidence of compliance with this requirement must be provided at Final Approval.*

Number of Handicapped Accessible Units: 147 Market Rate: 110 Affordable: 37

Gross Density (units per acre): 46.70

Net Density (units per buildable acre): 46.70

## Residential Building Information

| Building Type and Style *(single family detached, townhouse, multi-family)* | Construction or Rehabilitation | Number of Stories | Height | GFA | Number Bldgs. of this type |
|---|---|---|---|---|---|
| Single Multi-Family Building | Construction | 4-5 | 70' | 191,168 | 1 |
| | | | | (includes parking level) | |
| | | | | | |
| | | | | | |

## Non-Residential Building Information

| Building Type and Style | Construction or Rehabilitation | Number of Stories | Height | GFA | Number Bldgs. of this type |
|---|---|---|---|---|---|
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

**Will all features and amenities available to market unit residents also be available to affordable unit residents? If not, explain the differences.**

The features and amenities will be consistent throughout the building

## Parking

Total Parking Spaces Provided: 211

Ratio of Parking Spaces to Housing Units: 1.44

## Lot Coverage *(Estimate the percentage of the site used for the following)*

Buildings: 50.30

Parking and Paved Areas: 24.40

Usable Open Space: 25.30

Unusable Open Space: _____

Lot Coverage: 74.70

Does project fit definition of "Large Project" (as defined in 760 CMR 56.03 (6))? Yes/No No

## Required Attachments Relating to Section 3

### 3.1 Preliminary Site Layout Plan(s)

Please provide preliminary site layout plans of the entire Site prepared, signed and stamped by a registered architect or engineer. Plans should be prepared at a scale of 1"=100' or 1" =200', and should show

- Proposed site grading
- Existing lot lines
- Easements (existing and proposed)
- Access to a public way must be identified
- Required setbacks
- Proposed site circulation (entrances/egresses, roadways, driveways, parking areas, walk ways, paths, trails)
- Building and structure footprints (label)
- Utilities (existing and proposed)
- Open space areas
- Schematic landscaping and screening
- Wetland and other restricted area boundaries and buffer zones

Please provide one (1) set of full size (30"x40") plans along with one (1) set of 11"x17" reproductions and one (1) electronic set of plans. Please note that MassHousing cannot accept USB flash drives.

### 3.2 Graphic Representations of Project/Preliminary Architectural Plans

- Typical floor plans
- Unit plans showing dimensions, bedrooms, bathrooms and overall unit layout
- Exterior elevations, sections, perspectives and illustrative rendering.

### 3.3 Narrative Description of Design Approach

Provide a narrative description of the approach to building massing, style, and exterior materials; site layout, and the relationship of the project to adjacent properties, rights of way and existing development patterns. The handbook called Approach to Chapter 40B Design Reviews prepared by the Cecil Group in January 2011 may be helpful in demonstrating the nature of the discussion that MassHousing seeks in this narrative.

### 3.4 Tabular Zoning Analysis

Zoning analysis in tabular form comparing existing zoning requirements to the waivers that you will request from the Zoning Board of Appeals for the proposed project, showing required and proposed dimensional requirements including lot area, frontage, front, side and rear setbacks, maximum building coverage, maximum lot coverage, height, number of stories, maximum gross floor area ratio, units per acre, units per buildable acre; number of parking spaces per unit/square foot and total number of parking spaces (proposed and required).

### 3.5 Completed Sustainable Development Principles Evaluation Assessment Form *(see attached form)*

## Application for Chapter 40B Project Eligibility/Site Approval
## for MassHousing-Financed and New England Fund ("NEF") Rental Projects

### Section 4: SITE CONTROL (also see Required Attachments listed at end of Section 4)

*In order to issue Site Approval, MassHousing must find (as required by 760 CRM 56.04 (4)) that the Applicant controls the site.*

Name of Proposed Project: 19-35 River Street

Describe current ownership status of the entire site as shown on the site layout plans (attach additional sheets as necessary if the site is comprised of multiple parcels governed by multiple deeds or agreements):

Owned (or ground leased) by Development Entity or Applicant ____
Under Purchase and Sale Agreement ✔
Under Option Agreement ____

*Note: The Grantee/Buyer on each document must be either the Applicant or the Proposed Development Entity, or you must attach an explanation showing direct control of the Grantee/Buyer by the Applicant or the Proposed Development Entity.*

Grantor/Seller: ____

Grantee/Buyer: ____

Grantee/Buyer is (check one):

Applicant ____ Development Entity ____ Managing General Partner of Development Entity ____

General Partner of Development Entity ____ Other *(explain)* ____

Are the Parties Related? ____

**For Deeds or Ground Leases**

Date(s) of Deed(s) or Ground Lease(s): ____

Purchase Price: ____

**For Purchase and Sale Agreements or Option Agreements**

Date of Agreement: 1/15/2019

Expiration Date: upon receipt of all permits and approvals with no appeals

If an extension has been granted, date of extension: ____

If an extension has been granted, new expiration date: ____

Purchase Price: $5,000,000

Will any easements or rights of way over other properties be required in order to develop the site as proposed?

Yes ____ No ✔

If Yes, please describe current status of easement:

Owned (or ground leased) by Development Entity or Applicant ____

Under Purchase and Sale Agreement ____

Under Option Agreement ____

*Note: The Grantee/Buyer on each document must be either the Applicant or the Proposed Development Entity, or you must attach an explanation showing direct control of the Grantee/Buyer by the Applicant or the Proposed Development Entity.*

Grantor/Seller: 35 River Street, LLC & 19 River Street, LLC

Grantee/Buyer: SLV Winchester I, LLC

Are the Parties Related? No

**For Easements**

Date(s) of Easement(s): _____

Purchase Price: _____

**For Easement Purchase and Sale Agreements or Easement Option Agreements**

Date of Agreement: _____

Expiration Date: _____

If an extension has been granted, date of extension: _____

If an extension has been granted, new expiration date: _____

Purchase Price: _____

## Required Attachments Relating to Section 4

**4.1 Evidence of Site Control** *(required)*

Copies of all applicable, fully executed documents (deed, ground lease, purchase and sale agreement, option agreement, land disposition agreement, agreements to purchase easements) showing evidence of site control, including any required easements, along with copies of all amendments and extensions. Copies of all plans referenced in documents must be included.

## Application for Chapter 40B Project Eligibility/Site Approval
## for MassHousing-Financed and New England Fund ("NEF") Rental Projects

### Section 5: FINANCIAL INFORMATION – Site Approval Application Rental 40B

*In order to issue Site Approval, MassHousing must find (as required by 760 CMR 56.04 (4)) that an initial pro forma has been reviewed and that the Proposed Project appears financially feasible and consistent with the Chapter 40B Guidelines, and that the Proposed Project is fundable under the applicable program.*

Name of Proposed Project: 19-35 River Street

**Initial Capital Budget** *(please enter "0" when no such source or use is anticipated)*

**Sources**

| Description | Source | Budgeted |
|---|---|---|
| Private Equity | Owner's Cash Equity | |
| Private Equity | Tax Credit Equity | |
| Private Equity | Developer Fee Contributed or Loaned | |
| Private Equity | Developer Overhead Contributed or Loaned | |
| Other Private Equity | | |
| Public/Soft Debt | | |
| Subordinate Debt | | |
| Permanent Debt | | |
| Permanent Debt | | |
| Construction Debt | *For informational purposes only, not to be included in Sources total* | |
| Additional Source *(please identify)* | | |
| Additional Source *(please identify)* | | |
| **Total Sources** | | $0.00 |

**Pre-Permit Land Value, Reasonable Carrying Costs**

| Item | Budgeted |
|---|---|
| Site Acquisition: pre-permit land value *(to be determined by MassHousing commissioned appraisal)* plus reasonable carrying costs. | |

## Uses (Costs)

| Item | Budgeted |
|---|---|
| **Acquisition Cost (Actual)** | |
| Actual Acquisition Cost: Land | |
| Actual Acquisition Cost: Buildings | 5,000,000.00 |
| **Subtotal** Acquisition Costs | 5,000,000.00 |
| **Construction Costs-Building Structural Costs (Hard Costs)** | |
| Building Structure Costs | 39,440,500.00 |
| Hard Cost Contingency | 2,397,734.00 |
| **Subtotal** – Building Structural Costs (Hard Costs) | 41,838,234.00 |
| **Construction Costs-Site Work (Hard Costs)** | |
| Earth Work | 300,000.00 |
| Utilities: On Site | 350,000.00 |
| Utilities: Off-Site | |
| Roads and Walks | 300,000.00 |
| Site Improvement | 300,000.00 |
| Lawns and Planting | 200,000.00 |
| Geotechnical Condition | 350,000.00 |
| Environmental Remediation | 200,000.00 |
| Demolition | 125,000.00 |
| Unusual Site Conditions/Other Site Work | 500,000.00 |
| **Subtotal** –Site Work (Hard Costs) | 2,625,000.00 |
| **Construction Costs-General Conditions, Builders Overhead and Profit (Hard Costs)** | |
| General Conditions | 2,523,930.00 |
| Builder's Overhead | 841,310.00 |
| Builder's Profit | 2,523,930.00 |
| **Subtotal** – General Conditions Builders Overhead and Profit (Hard Costs) | 5,889,170.00 |
| **General Development Costs (Soft Costs)** | |
| Appraisal and Marketing Study *(not 40B "as is" appraisal)* | 7,000.00 |
| Marketing and Initial Rent Up *(include model units, if any)* | 75,000.00 |
| Real Estate Taxes *(during construction)* | 200,000.00 |
| Utility Usage *(during construction)* | 50,000.00 |
| Insurance *(during construction)* | 75,000.00 |
| Security *(during construction)* | 25,000.00 |
| Inspecting Engineer | 0.00 |

| | Budgeted |
|---|---|
| **General Development Costs (Soft Costs) –** *Continued* | |
| Fees to Others | |
| Construction Loan Interest | 1,531,690.00 |
| Fees to Construction Lender | 218,750.00 |
| Fees to Permanent Lender | 218,750.00 |
| Architecture/Engineering | 1,100,000.00 |
| Survey, Permits, etc. | 300,000.00 |
| Clerk of the Works | 0.00 |
| Construction Manager | 200,000.00 |
| Bond Premiums *(Payment/Performance/Lien Bond)* | 325,000.00 |
| Environmental Engineer | 250,000.00 |
| Legal | 75,000.00 |
| Title *(including title insurance)* and Recording | 50,000.00 |
| Accounting and Cost Certification *(incl. 40B)* | 40,000.00 |
| Relocation | 0.00 |
| 40B Site Approval Processing Fee | 7,350.00 |
| 40B Technical Assistance/Mediation Fund Fee | 5,000.00 |
| 40B Land Appraisal Cost *(as-is value)* | 6,000.00 |
| 40B Final Approval Processing Fee | 15,000.00 |
| 40B Subsidizing Agency Cost Certification | 0.00 |
| Examination Fee | |
| 40B Monitoring Agent Fees | 15,000.00 |
| MIP | |
| Credit Enhancement | |
| Letter of Credit Fees | |
| Other Financing Fees: Tax Credit Allocation Fee | |
| Other Financing Fees | |
| Development Consultant | 150,000.00 |
| Other Consultants *(describe)* lottery | 55,000.00 |
| Other Consultants *(describe)* peer review | 45,000.00 |
| Syndication Costs | |
| Soft Cost Contingency | 281,977.00 |
| Other Development (Soft ) Costs | 600,000.00 |
| **Subtotal** – General Development Costs (Soft Costs) | 5,921,517.00 |
| **Developer Fee and Overhead** | |
| Developer Fee | 3,898,919.00 |
| Developer Overhead | |
| **Subtotal** – Developer Fee and Overhead | 3,898,919.00 |
| **Capitalized Reserves** | |
| Development Reserves | |
| Initial Rent-Up Reserves | 100,000.00 |
| Operating Reserves | 245,185.00 |
| Net Worth Account | |
| Other Capitalized Reserves | |
| **Subtotal** – Capitalized Reserves | 345,185.00 |

## Summary of Subtotals

| Item | Budgeted |
|---|---|
| Acquisition: Land | |
| Acquisition: Building | 5,000,000.00 |
| Building Structural Costs (Hard Costs) | 41,838,234.00 |
| Site Work (Hard Costs) | 2,625,000.00 |
| General Conditions, Builder's Overhead, Profit (Hard Costs) | 5,889,170.00 |
| Developer Fee and Overhead | 3,898,919.00 |
| General Development Costs (Soft Costs) | 5,921,517.00 |
| Capitalized Reserves | 345,185.00 |
| Total Development Costs (TDC) | 65,518,025.00 |

## Summary

| | |
|---|---|
| **Total Sources** | 0.00 |
| **Total Uses (TDC)** | 65,518,025.00 |

Projected Developer Fee and Overhead*: 3898919

Maximum Allowable Developer Fee and Overhead**: 3898919

Projected Developer Fee and Overhead equals 100% of Maximum Allowable Fee and Overhead

** Note in particular the provisions of Section IV.B.5.a of the Guidelines, which detail the tasks (i) for which a developer may or may not receive compensation beyond the Maximum Allowable Developer Fee and Overhead and (ii) the costs of which must, if the tasks were performed by third parties, be included within the Maximum Allowable Developer Fee and Overhead.*

*** Please consult the most recent DHCD Qualified Allocation Plan (QAP) to determine how to calculate the Maximum Allowable Developer Fee and Overhead. If you have questions regarding this calculation, please contact MassHousing.*

### Initial Unit/Rent Schedule

| Affordable Units *@ 80% AMI* | Studio | 1 Bedroom | 2 Bedroom | 3 Bedroom | 4 Bedroom |
|---|---|---|---|---|---|
| Number of Units | | 8 | 24 | 5 | |
| Number Square Feet | | 855 | 1150 | 1275 | |
| Monthly Rent | | 1371 | 1635 | 1885 | |
| Utility Allowance | | 126 | 195 | 239 | |

| Affordable Units *@ 50% AMI* | Studio | 1 Bedroom | 2 Bedroom | 3 Bedroom | 4 Bedroom |
|---|---|---|---|---|---|
| Number of Units | | | | | |
| Number Square Feet | | | | | |
| Monthly Rent | | | | | |
| Utility Allowance | | | | | |

Describe utility allowance assumptions *(utilities to be paid by tenants)*:

| Market Rate Units | Studio | 1 Bedroom | 2 Bedroom | 3 Bedroom | 4 Bedroom |
|---|---|---|---|---|---|
| Number of Units | | 24 | 71 | 15 | |
| Number Square Feet | | 855 | 1150 | 1275 | |
| Monthly Rent | | 2565 | 3450 | 3825 | |

## Initial Rental Operating Pro-Forma *(for year one of operations)*

| Item | Notes | Amount |
|---|---|---|
| **Permanent Debt Assumptions** | | |
| Loan Amount | Lender: | 43750080 |
| Annual Rate | 6% | |
| Term | 40 | |
| Amortization | 40 | |
| Lender Required Debt Service Coverage Ratio | 1.2 | |

| | | |
|---|---|---|
| **Gross Rental Income** | | 4975944 |
| Other Income *(utilities, parking)* | | 201900 |
| *Less Vacancy (Market Units)* | *5% (vacancy rate)* | 218331 |
| *Less Vacancy (Affordable Units)* | *5% (vacancy rate)* | 47631 |

| | | |
|---|---|---|
| **Gross Effective Income** | | 4901787 |
| *Less Operating Expenses* | *Per Unit:* 10507 | 1544589 |

| | | |
|---|---|---|
| **Net Operating Income** | | 3357198 |
| *Less Permanent Loan Debt Service* | | 2797995 |
| Cash Flow | | 559533 |
| **Debt Service Coverage** | | 1.2 |

Describe "other income": parking - 107 cars under @ $100/mo + misc fees @ $500/unit/yr

## Rental Operating Expense Assumption

| Item | Notes | Amount |
|---|---|---|
| Assumed Maximum Operating Expenses 1544589 | *Calculated based on Net Operating Income, Debt Service and required Debt Service Coverage listed above.* | 1544589 |
| Assumed Maximum Operating Expense/Unit* 10507 | *Number of Units:* | 147 |

** MassHousing may request further detail regarding projected operating expenses if such expenses appear higher or lower than market comparables.*

## Required Attachments Relating to Section 5

**5.1 New England Fund Lender Letter of Interest**

Please attach a Letter of Interest from a current Federal Home Loan Bank of Boston (FHLBB) member bank regarding financing for the proposed development.

*NOTE: Binding Construction and Permanent Financing Commitments (or evidence of closed loans) will be required at the time you apply for Final Approval from MassHousing.*

**5.2 Market Rental Comparables** *(required)*

Please provide a listing of market rents being achieved in properties comparable to the proposed project.

**5.3 Market Study** *(if requested)*

MassHousing may require a market study for projects located in areas where the need or demand for the type of housing being proposed cannot be clearly demonstrated.

## Application for Chapter 40B Project Eligibility/Site Approval
## for MassHousing-Financed and New England Fund ("NEF") Rental Projects

### Section 6: APPLICANT QUALIFICATIONS, ENTITY INFORMATION, AND CERTIFICATION

*In order to issue Site Approval MassHousing must find (as required by 760 CRM 56.04 (4)) that the applicant is either a non-profit public agency or would be eligible to apply as a Limited Dividend Organization and meets the general eligibility standards of the program.*

Name of Proposed Project: 19-35 River Street

**Development Team**

Developer/Applicant: SLV Winchester I, LLC

Development Consultant (if any): Geoffrey Engler / SEB LLC

Attorney:

Architect: Cube3 Architects

Contractor: TBD

Lottery Agent: SEB Housing, LLC

Management Agent: TBD

Other (specify): Civil Engineer - Allen & Major

Other (specify): Traffic Consultant - Vanasse and Associates

**Role of Applicant in Current Proposal**

| Development Task | Developer/Applicant | Development Consultant (identify) |
|---|---|---|
| Architecture and Engineering | X | X |
| Local Permitting | X | X |
| Financing Package | X | X |
| Construction Management | X | |
| Other | | |

**Applicant's Ownership Entity Information**

Please identify for each of (i) the Applicant and, if different (ii), the Proposed Development Entity, the following (collectively with the Applicant and the Proposed Development Entity, the "Applicant Entities"): the Managing Entities, Principals, Controlling Entities and Affiliates of each.

*Note: For the purposes hereof, "Managing Entities" shall include all persons and entities (e.g. natural persons, corporations, partnerships, limited liability companies, etc., including beneficiaries of nominee trusts) who are managers of limited liability companies, general partners of limited partnerships, managing general partners of limited liability partnerships, directors and officers of corporations, trustees of trusts, and other similar persons and entities which have the power to manage and control the activities of the Applicant and/or Proposed Development Entity.*

*"Principal or Controlling Entities" shall include all persons and entities (e.g. natural persons, corporations, partnerships, limited liability companies, etc., including beneficiaries of nominee trusts) that shall have the right to:*

*(i) approve the terms and conditions of any proposed purchase, sale or mortgage;*
*(ii) approve the appointment of a property manager; and/or*
*(iii) approve managerial decisions other than a decision to liquidate, file for bankruptcy, or incur additional indebtedness.*

*Such rights may be exercisable either (i) directly as a result of such person's or entity's role within the Applicant or the Proposed Development Entity or the Managing Entities of either or (ii) indirectly through other entities that are included within the organizational structure of the Applicant and/or Proposed Development Entity and the Managing Entities of either.*

*In considering an application, MassHousing will presume that there is at least one Principal or Controlling Entity of the Applicant and of the Proposed Development Entity. Any person or persons who have purchased an interest for fair market value in the Applicant and/or Proposed Development Entity solely for investment purposes shall not be deemed a Principal or Controlling Entity.*

*"Affiliates" shall include all entities that are related to the subject organization by reason of common control, financial interdependence or other means.*

**1. Applicant**

Name of Applicant: SLV Winchester I, LLC

Entity Type (limited liability company, limited partnership, limited liability partnership, corporation, trust, etc.):
Limited Liability Corporation

State in which registered/formed: MA

List **all** Managing Entities of Applicant *(you must list at least one)*:
Geoffrey Engler & Justin Krebs

List **all** Principals and Controlling Entities of Applicant and *(unless the Managing Entity is an individual)* its Managing Entities *(use additional pages as necessary)*:

Geoffrey Engler & Justin Krebs / Strategic Land Ventures (parent company)

List **all** Affiliates of Applicant and its Managing Entities *(use additional pages as necessary)*:

**2. Proposed Development Entity**

Name of Proposed Development Entity: SLV Winchester I, LLC

Entity Type *(limited liability company, limited partnership, limited liability partnership, corporation, trust, etc.)*:
LLC

State in which registered/formed: MA

List **all** Managing Entities of Proposed Development Entity *(you must list at least one)*:

Geoffrey Engler & Justin Krebs

List **all** Principals and Controlling Entities of Proposed Development Entity and *(unless the Managing Entity is an individual)* its Managing Entities *(use additional pages as necessary)*:

Geoffrey Engler & Justin Krebs / Strategic Land Ventures (parent company)

List **all** Affiliates of Proposed Development Entity and its Managing Entities *(use additional pages as necessary)*:

**Certification and Acknowledgment**

I hereby certify on behalf of the Applicant, *under pains and penalties of perjury*, that the information provided above for each of the Applicant Entities is, to the best of my knowledge, true and complete; and that each of the following questions has been answered correctly to the best of my knowledge and belief:

*(Please attach a written explanation for all of the following questions that are answered with a "Yes". Explanations should be attached to this Section 6.)*

Is there pending litigation with respect to any of the Applicant Entities? **Yes**___ **No** ✔

Are there any outstanding liens or judgments against any properties owned by any of the Applicant Entities? **Yes**___ **No** ✔

Have any of the Applicant Entities failed to comply with provisions of Massachusetts law related to taxes, reporting of employees and contractors, or withholding of child support? **Yes**___ **No** ✔

Have any of the Applicant Entities ever been the subject of a felony indictment or conviction? **Yes**___ **No** ✔

During the last 10 years, have any of the Applicant Entities ever been a defendant in a lawsuit involving fraud, gross negligence, misrepresentation, dishonesty, breach of fiduciary responsibility or bankruptcy? **Yes**___ **No** ✔

Have any of the Applicant Entities failed to carry out obligations in connection with a Comprehensive Permit issued pursuant to M.G.L. c. 40B and any regulations or guidelines promulgated thereunder (whether or not MassHousing is or was the Subsidizing Agency/Project Administrator) including, but not limited to, completion of a cost examination and return of any excess profits or distributions? **Yes**___ **No** ✔

Have any of the Applicant Entities ever been charged with a violation of state or federal fair housing requirements? **Yes**___ **No** ✔

Are any of the Applicant Entities not current on all existing obligations to the Commonwealth of Massachusetts, and any agency, authority or instrument thereof? **Yes**___ **No** ✔

I further certify that the information set forth in this application (including attachments) is true, accurate and complete as of the date hereof to the best of my/our knowledge, information and belief. I further understand that MassHousing is relying on this information in processing the request for Site Approval in connection with the above-referenced project; and

I hereby acknowledge our commitment and obligation to comply with requirements for cost examination and limitations on profits and distributions, all as found at 760 CMR 56.04(8) and will be more particularly set forth in a Regulatory Agreement by and between the Applicant and MassHousing.

I hereby acknowledge that will be required to provide financial surety by means of bond, cash escrow and a surety escrow agreement or letter of credit with the agreement that it may be called upon or used in the event that the Developer fails either to (i) complete and submit the examined Cost Certification as required by 760 CMR 56.04(8) and the Regulatory Agreement, or (ii) pay over to the Subsidizing Agency or the Municipality any funds in excess of the limitations on profits and distributions from capital sources as required by 760 CMR 56.04(8) and as set forth in the Regulatory Agreement.

I further certify that we have met with a representative of the 40B Department at MassHousing and understand the requirements for a) completing this application and b) the procedures if and when Site Approval is granted, including the requirement for (i) the use of the standard MassHousing Regulatory Agreement, (ii) submission to MassHousing, of a cost certification examined in accordance with AICPA attestation standards by ninety days of project completion (and prior to permanent loan closing if MassHousing is the permanent lender), of an audited cost certification by an approved certified public accountant and (iii) the posting of surety for completion of the cost certification as a condition of Final Approval by MassHousing under Chapter 40B.

Signature:_____

Name: Geoffrey Engler

Title: Member

Date: January 10, 2019

## Required Attachments Relating to Section 6

### 6.1 Development Team Qualifications

Please attach resumes for principal team members and list of all relevant project experience for 1) the team as a whole and 2) individual team members. Particular attention should be given to demonstrating experience with (i) projects of a similar scale and complexity of site conditions, (ii) permitting an affordable housing development, (iii) design, and (iv) financing. The development team should demonstrate the ability to perform as proposed and to complete the Project in a competent and timely manner, including the ability to pursue and carry out permitting, financing, marketing, design and construction.

### 6.2 Applicant Entity 40B Experience

Please identify <u>every</u> Chapter 40B project in which the Applicant or a member of the project team has or had an interest. For each such project, state whether the construction has been completed and whether cost examination has been submitted.

### 6.3 Applicant's Certification

Please attach any additional sheets and any written explanations for questions answered with "yes" as required for Certification.

## Application for Chapter 40B Project Eligibility/Site Approval
## for MassHousing-Financed and New England Fund ("NEF") Rental Projects

### Section 7: NOTIFICATIONS AND FEES

Name of Proposed Project: 19-35 River Street

**Notice**

Date(s) of meetings, if any, with municipal officials prior to submission of application to MassHousing: 2/28/2019

Date copy of complete application sent to chief elected office of municipality: 3/5/2019

Date notice of application sent to DHCD: 3/5/2019

**Fees** *(all fees should be submitted to MassHousing)*

MassHousing Application Processing Fee ($2500) Payable to MassHousing: $2,500

Chapter 40B Technical Assistance/Mediation Fee Payable to Massachusetts Housing Partnership: _____

a. Base Fee: $2,500
(*Limited Dividend Sponsor $2500, Non-Profit or Public Agency Sponsor $1,000*)

b. Unit Fee *(all projects)* $50 per Unit: $7,350

Total TA/Mediation Fee *(Base Fee plus Unit Fee)*: $9,850

**Land Appraisal Cost**

*You will be required to pay for an "as-is" market value appraisal of the Site to be commissioned by MassHousing. MassHousing will contact you once a quote has been received for the cost of the appraisal.*

## Required Attachments Relating to Section 7

**7.1** Narrative describing any prior correspondence and/or meetings with municipal officials

**7.2** Evidence (such as a certified mail receipt) that a copy of the complete application package was sent to the chief elected official of municipality (may be submitted after the application is submitted to MassHousing)

**7.3** Copy of notice of application sent to DHCD

**7.4** Check made out to MassHousing for Processing Fee ($2500)

**7.5** Check made payable to Massachusetts Housing Partnership for Technical Assistance/Mediation Fee

**7.6** W-9 (Taxpayer Identification Number)

## Application Checklist

**The documentation listed below must, where applicable, accompany each application.** For detailed descriptions of these required documents, please see the relevant sections of the application form.

*** Applications missing any of the documents indicated by an asterisk will not be processed by MassHousing until MassHousing receives the missing item(s).**

- ☐ * Completed application form, and certification under pains and penalties of perjury (one (1) signed original) accompanied by one (1) electronic copy of the complete application package
- ☐ * Location Map
- ☐ Tax Map
- ☐ * Directions to the Proposed Site
- ☐ * Existing Conditions Plan
- ☐ Aerial Photographs
- ☐ Site/Context Photographs
- ☐ * Documentation Regarding Site Characteristics/Constraints
- ☐ * By Right Site Plan, if applicable
- ☐ * Preliminary Site Layout Plan(s)
- ☐ * Graphic Representations of Project/Preliminary Architectural Plans
- ☐ * Narrative Description of Design Approach
- ☐ * Tabular Zoning Analysis
- ☐ Sustainable Development Principles Evaluation Assessment Form
- ☐ * Evidence of site control *(documents and any plans referenced therein)*
- ☐ Land Disposition Agreement, if applicable
- ☐ * NEF Lender Letter of Interest
- ☐ Market Rental Comparables
- ☐ Market Study, if required by MassHousing
- ☐ * Development Team Qualifications
- ☐ Applicant's Certification *(any required additional sheets)*
- ☐ Narrative describing prior contact *(if any)* with municipal officials
- ☐ * Evidence that a copy of the application package has been received by the chief elected official in the municipality *(may follow after initial submission of application package, but site visit will not be scheduled nor request for municipal comments made until such evidence is received by MassHousing)*
- ☐ Copy of notification letter to DHCD
- ☐ * Fees payable to MassHousing and Massachusetts Housing Partnership *(once an appraiser has been selected by MassHousing and an appraisal fee quoted, an additional non-refundable appraisal fee will be required).*

## SUSTAINABLE DEVELOPMENT CRITERIA SCORECARD

Project Name: 19-35 River Street
Project Number: _____
Program Name: _____
Date: _____

MassHousing encourages housing development that is consistent with sustainable development designs and green building practices. Prior to completing this form, please refer to the Commonwealth's Sustainable Development Principles (adopted May 2007) available at: Sustainable Development Principles

## DEVELOPER SELF-ASSESSMENT

**(for consitency with the Sustainable Development Principles)**

**Redevelop First**

*Check "X" below if applicable*

*If Rehabilitation:*

- Rehabilitation/Redevelopment/Improvements to Structure ☐
- Rehabilitation/Redevelopment/Improvements to Infrastructure ☐

*If New Construction*:

- Contributes to revitalization of town center or neighborhood ☐
- Walkable to: ☐
  - (a) transit ☐
  - (b) downtown or village center ☐
  - (c) school ☐
  - (d) library ☐
  - (e) retail, services or employment center ☐
- Located in municipally-approved growth center ☐

Explanation **(Required)**

The proposed development support a local and regional housing need and provides mixed-income rental housing within a convenient commute by train and bus to employment hubs in the Boston and Metro North area....

**Optional – Demonstration of Municipal Support:**

*Check "X" below if applicable*

- Letter of Support from the Chief Elected Official of the municipality* ☐
- Housing development involves municipal funding ☐
- Housing development involves land owned or donated by the municipality ☐

**Other acceptable evidence: Zoning variance issued by ZBA for project; Minutes from Board of Selectman meeting showing that project was discussed and approved, etc.*

Explanation **(Required)**

This will only be the second rental 40B ever in the Town of Winchester and the other 40B has not been issued a building permit as their is an abutter appeal. The proposed program features a unit style (rental units) that is targeted to a hugely under-served market. Moreover, Winchester's zoning is primarily constructed to only allow single family residential. The proposed site has all utilities at the street.

**Method 2:** Development meets a minimum of **five (5)** of the Commonwealth's *Sustainable Development Principles*, as shown in the next section below.

If the development involves strong **municipal support** (evidence of such support must be submitted as an attachment), the development need only meet **four (4)** of the *Sustainable Development Principles. However,* one (1) of the Principles met must be **Protect Land and Ecosystems**.

Please explain at the end of each category how the development follows the relevant *Sustainable Development Principle(s)* and explain how the development demonstrates each of the checked "X" statements listed under the *Sustainable Development Principle(s).*

**(1) Concentrate Development and Mix Uses**

Support the revitalization of city and town centers and neighborhoods by promoting development that is compact, conserves land, protects historic resources, and integrates uses. Encourage remediation and reuse of existing sites, structures, and infrastructure rather than new construction in undeveloped areas. Create pedestrian friendly districts and neighborhoods that mix commercial, civic, cultural, educational, and recreational activities with open spaces and homes.

*Check "X" below if applicable*

- Higher density than surrounding area ☒
- Mixes uses or adds new uses to an existing neighborhood ☒
- Includes multi-family housing ☒
- Utilizes existing water/sewer infrastructure ☒
- Compact and/or clustered so as to preserve undveloped land ☐
- Reuse existing sites, structures, or infrastructure ☐
- Pedestrian friendly ☒
- Other (discuss below) ☐

Explanation **(Required)**

This will only be the second rental 40B ever in the Town of Winchester and the other 40B has not been issued a building permit as their is an abutter appeal. The proposed program features a unit style (rental units) that is targeted to a hugely under-served market. Moreover, Winchester's zoning is primarily constructed to only allow single family residential. The proposed site has all utilities at the street.

**(2) Advance Equity & Make Efficient Decisions**

Promote equitable sharing of the benefits and burdens of development. Provide technical and strategic support for inclusive community planning and decision making to ensure social, economic, and environmental justice. Ensure that the interests of future generations are not compromised by today's decisions.

Promote development in accordance with smart growth and environmental stewardship.

*Check "X" below if applicable*

- Concerted public participation effort (beyond the minimally required public hearings) ☐
- Streamlined permitting process, such as 40B or 40R ☒
- Universal Design and/or visitability ☐
- Creates affordable housing in middle to upper income area and/or meets regional need ☒
- Creates affordable housing in high poverty area ☐
- Promotes diversity and social equity and improves the neighborhood ☐
- Includes environmental cleanup and/or neighborhood improvement in an Environmental Justice Community ☐
- Other (discuss below) ☐

Explanation **(Required)**

Winchester is an upper middle class municipality and currently only has 1.9% of its housing stock as affordable. In fact, we believe this to be only the second rental 40B ever proposed in Winchester. This project will be permitted using Chapter 40B.

**(3) Protect Land and Ecosystems**

Protect and restore environmentally sensitive lands, natural resources, agricultural lands, critical habitats, wetlands and water resources, and cultural and historic landscapes. Increase the quantity, quality and accessibility of open spaces and recreational opportunities.

*Check "X" below if applicable*

- Creation or preservation of open space or passive recreational facilities ☒
- Protection of sensitive land, including prime agricultural land, critical habitats, and wetlands ☐
- Environmental remediation or clean up ☐
- Responds to state or federal mandate (e.g., clean drinking water, drainage, etc.) ☐
- Eliminates or reduces neighborhood blight ☒
- Addresses public health and safety risk ☐
- Cultural or Historic landscape/existing neighborhood enhancement ☐
- Other (discuss below)

Explanation **(Required)**

The property currently features two uninspired commercial properties and a sea of surface parking. The proposed program will have less impervious area than what is currently on the site now.

### (4) Use Natural Resources Wisely

Construct and promote developments, buildings, and infrastructure that conserve natural resources by reducing waste and pollution through efficient use of land, energy, water and materials.

Check "X" below *if applicable*

- Uses alternative technologies for water and/or wastewater treatment ☐
- Uses low impact development (LID) or other innovative techniques ☒
- Other (discuss below)

Explanation **(Required)**

The project will be designed for energy efficiency with a goal of reducing the overall energy consumption by approximately 20% over the baseline. Recycled and non-toxic materials will be used in the common areas of the apartment units. Apartments will be supplied with Energy Star rated lights and appliances and low flow plumbing fixtures.

### (5) Expand Housing Opportunities

Support the construction and rehabilitation of homes to meet the needs of people of all abilities, income levels and household types. Build homes near jobs, transit, and where services are available. Foster the development of housing, particularly multifamily and single-family homes, in a way that is compatible with a community's character and vision and with providing new housing choices for people of all means.

*Check "X" below if applicable*

- Includes rental units, including for low/mod households ☒
- Includes homeownership units, including for low/mod households ☐
- Includes housing options for special needs and disabled population ☐
- Expands the term of affordability ☐
- Homes are near jobs, transit and other services ☒
- Other (discuss below) ☐

Explanation **(Required)**

Winchester does not have an rental housing of this size, scale and quality. Moreover, it does not have a concentration of affordable units of this scale priced for households earning up to 80% of the area median income. All of the units in the proposed building will be handicap accessible and can be adapted further to specific special needs populations.

**(6) Provide Transportation Choice**

Maintain and expand transportation options that maximize mobility, reduce congestion, conserve fuel and improve air quality. Prioritize rail, bus, boat, rapid and surface transit, shared-vehicle and shared-ride services, bicycling and walking. Invest strategically in existing and new passenger and freight transportation infrastructure that supports sound economic development consistent with smart growth objectives.

*Check "X" below if applicable*

- Walkable to public transportation ☐
- Reduces dependence on private automobiles (e.g., provides previously unavailable shared transportation, such as Zip Car or shuttle buses) ☒
- Increased bike and ped access ☒
- For rural areas, located in close proximity (i.e., approximately one mile) to a transportation corridor that provides access to employment centers, retail/ commercial centers, civic or cultural destinations ☐
- Other (discuss below) ☐

Explanation **(Required)**

Check to see if there is a bus line on Cross Street

**(7) Increase Job and Business Opportunities**

Attract businesses and jobs to locations near housing, infrastructure, and transportation options. Promote economic development in industry clusters. Expand access to education, training and entrepreneurial opportunities. Support growth of local businesses, including sustainable natural resource-based businesses, such as agriculture, forestry, clean energy technology and fisheries.

*Check "X" below if applicable*

- Permanent jobs ☐
- Permanent jobs for low- or moderate-income persons ☐
- Jobs near housing, service or transit ☒
- Housing near an employment center ☒
- Expand access to education, training or entrepreneurial opportunities ☐
- Support local businesses ☐
- Support natural resource-based businesses (i.e., farming, forestry or aquaculture ☐
- Re-uses or recycles materials from a local or regional industry's waste stream ☐
- Support manufacture of resource-efficient materials, such as recycled or low-toxicity materials ☐
- Support businesses that utilize locally produced resources such as locally harvested wood or agricultural products ☐
- Other (discuss below) ☐

**(6) Provide Transportation Choice**

Maintain and expand transportation options that maximize mobility, reduce congestion, conserve fuel and improve air quality. Prioritize rail, bus, boat, rapid and surface transit, shared-vehicle and shared-ride services, bicycling and walking. Invest strategically in existing and new passenger and freight transportation infrastructure that supports sound economic development consistent with smart growth objectives.

*Check "X" below if applicable*

- Walkable to public transportation ☐
- Reduces dependence on private automobiles (e.g., provides previously unavailable shared transportation, such as Zip Car or shuttle buses) ☐
- Increased bike and ped access ☐
- For rural areas, located in close proximity (i.e., approximately one mile) to a transportation corridor that provides access to employment centers, retail/ commercial centers, civic or cultural destinations ☐
- Other (discuss below) ☐

Explanation **(Required)**

**(7) Increase Job and Business Opportunities**

Attract businesses and jobs to locations near housing, infrastructure, and transportation options. Promote economic development in industry clusters. Expand access to education, training and entrepreneurial opportunities. Support growth of local businesses, including sustainable natural resource-based businesses, such as agriculture, forestry, clean energy technology and fisheries.

*Check "X" below if applicable*

- Permanent jobs ☒
- Permanent jobs for low- or moderate-income persons ☒
- Jobs near housing, service or transit ☒
- Housing near an employment center ☒
- Expand access to education, training or entrepreneurial opportunities ☐
- Support local businesses ☐
- Support natural resource-based businesses (i.e., farming, forestry or aquaculture ☐
- Re-uses or recycles materials from a local or regional industry's waste stream ☐
- Support manufacture of resource-efficient materials, such as recycled or low-toxicity materials ☐
- Support businesses that utilize locally produced resources such as locally harvested wood or agricultural products ☐
- Other (discuss below) ☐

Explanation **(Required)**

This project will create new residential opportunities near retail/commercial areas and is proximate to the Route 95 corridor and downtown Winchester which features the commuter rail. Permanent moderate income jobs will be created for the maintenance of the site and buildings which require staff from the management company operating the building

**(8) Promote Clean Energy**

Maximize energy efficiency and renewable energy opportunities. Support energy conservation strategies, local clean power generation, distributed generation technologies, and innovative industries. Reduce greenhouse gas emissions and consumption of fossil fuels.

*Check "X" below if applicable*

- Energy Star or equivalent* ☒
- Uses renewable energy source, recycled and/or non-/low-toxic materials, exceeds the state energy code, is configured to optimize solar access, and/or otherwise results in waste reduction and conservation of resources ☐
- Other (discuss below) ☐

*All units are required by MassHousing to be Energy Star Efficient. Please include in your explanation a description of how the development will meet Energy Star criteria.

Explanation **(Required)**

Energy Start efficient appliances will be supplied in all units

**(9) Plan Regionally**

Support the development and implementation of local and regional, state and interstate plans that have broad public support and are consistent with these principles. Foster development projects, land and water conservation, transportation and housing that have a regional or multi-community benefit. Consider the long term costs and benefits to the Commonwealth.

*Check "X" below if applicable*

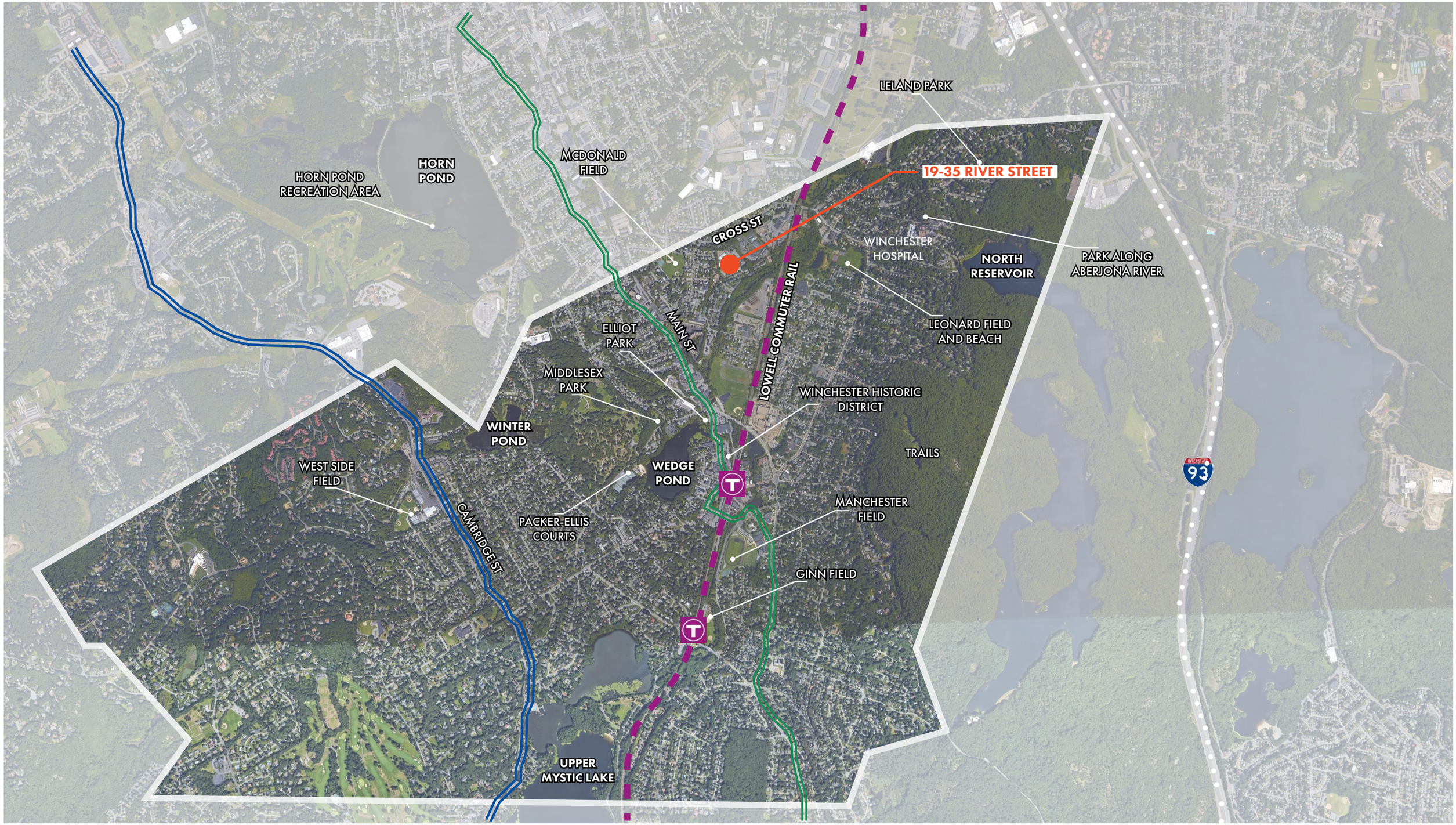
- Consistent with a municipally supported regional plan ☒
- Addresses barriers identified in a Regional Analysis of Impediments to Fair Housing ☐
- Measurable public benefit beyond the applicant community ☐
- Other (discuss below) ☐

Explanation **(Required)**

The proposed development support a local and regional housing need and provides mixed-income rental housing within a convenient commute by train and bus to employment hubs in the Boston and Metro North area....

*For further information regarding 40B applications, please contact Greg Watson, Manager, Comprehensive Permit Programs, at (617) 854.1880 or gwatson@masshousing.com*

EAST ST
CROSS ST
19-35 RIVER STREET
WINCHESTER HOSPITAL
HORN POND
NORTH RESERVOIR
MCDONALD FIELD
LORING AVE
ABERJONA RIVER
MAIN ST
HAVERHILL/LOWELL TRAIN LINE
WASHINGTON ST
HIGHLAND AVE
WINCHESTER HIGH SCHOOL
WINTER POND
WEDGE POND
Google Earth


LELAND PARK
19-35 RIVER STREET
HORN POND
HORN POND RECREATION AREA
MCDONALD FIELD
CROSS ST
WINCHESTER HOSPITAL
NORTH RESERVOIR
PARK ALONG ABERJONA RIVER
LOWELL COMMUTER RAIL
MAIN ST
ELLIOT PARK
LEONARD FIELD AND BEACH
MIDDLESEX PARK
WINCHESTER HISTORIC DISTRICT
WINTER POND
TRAILS
WEST SIDE FIELD
WEDGE POND
MANCHESTER FIELD
PACKER-ELLIS COURTS
CAMBRIDGE ST
GINN FIELD
UPPER MYSTIC LAKE
INTERSTATE 93

NEIGHBORHOOD SCALE AND MATERIAL CONTEXT | EMBARC

WHITE BLOCK
1890
LUCIA
RISTORANTE & BAR

WE HAVE
WHAT DAD
WANTS!!!

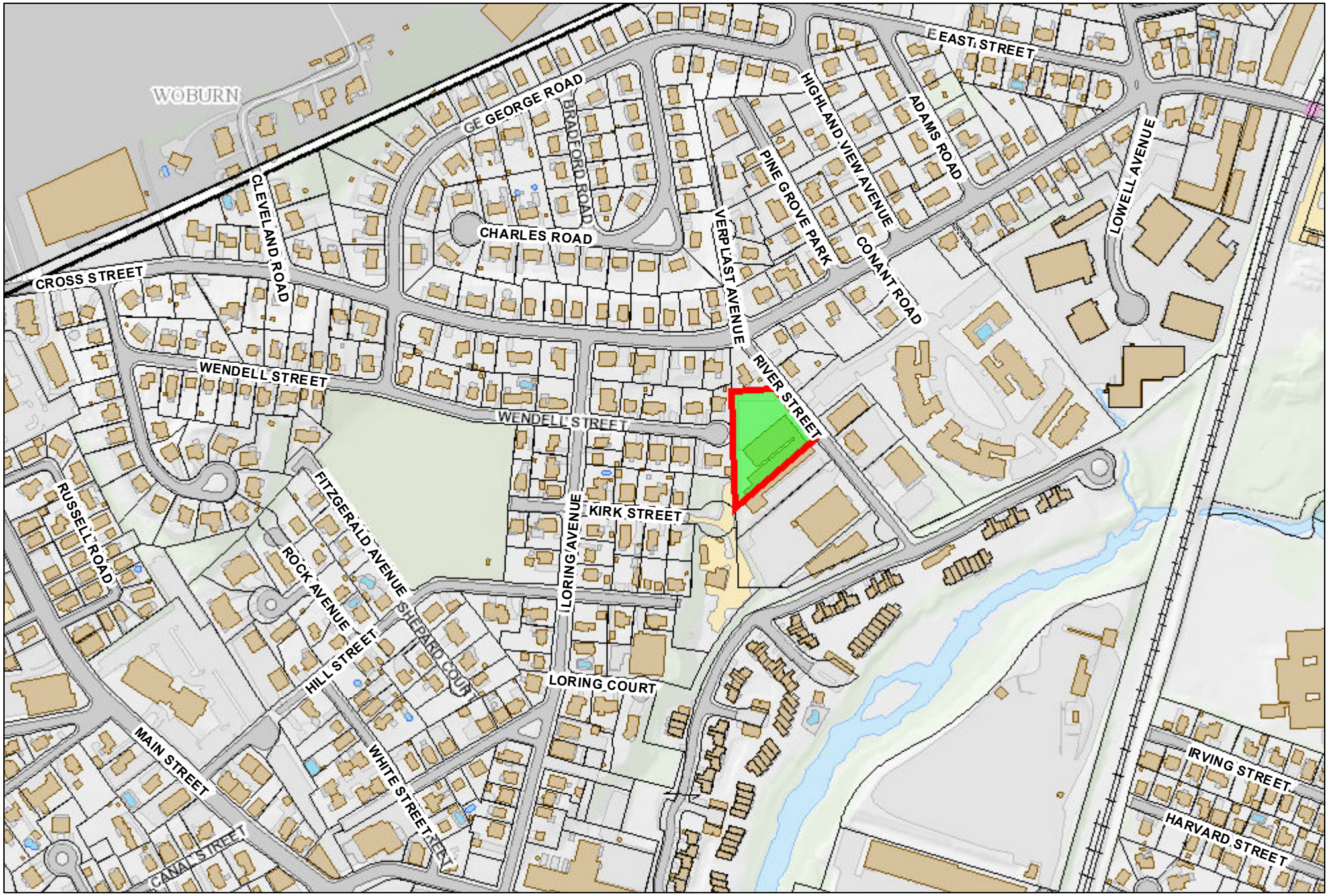
19-35 RIVER ST

- ZONING DISTRICT 1A

- TWO LOTS COMBINED AT 137,186 SF

- PREVIOUS USE AS LIGHT INDUSTRIAL

NEIGHBORHOOD CONTEXT AERIAL | EMBARC

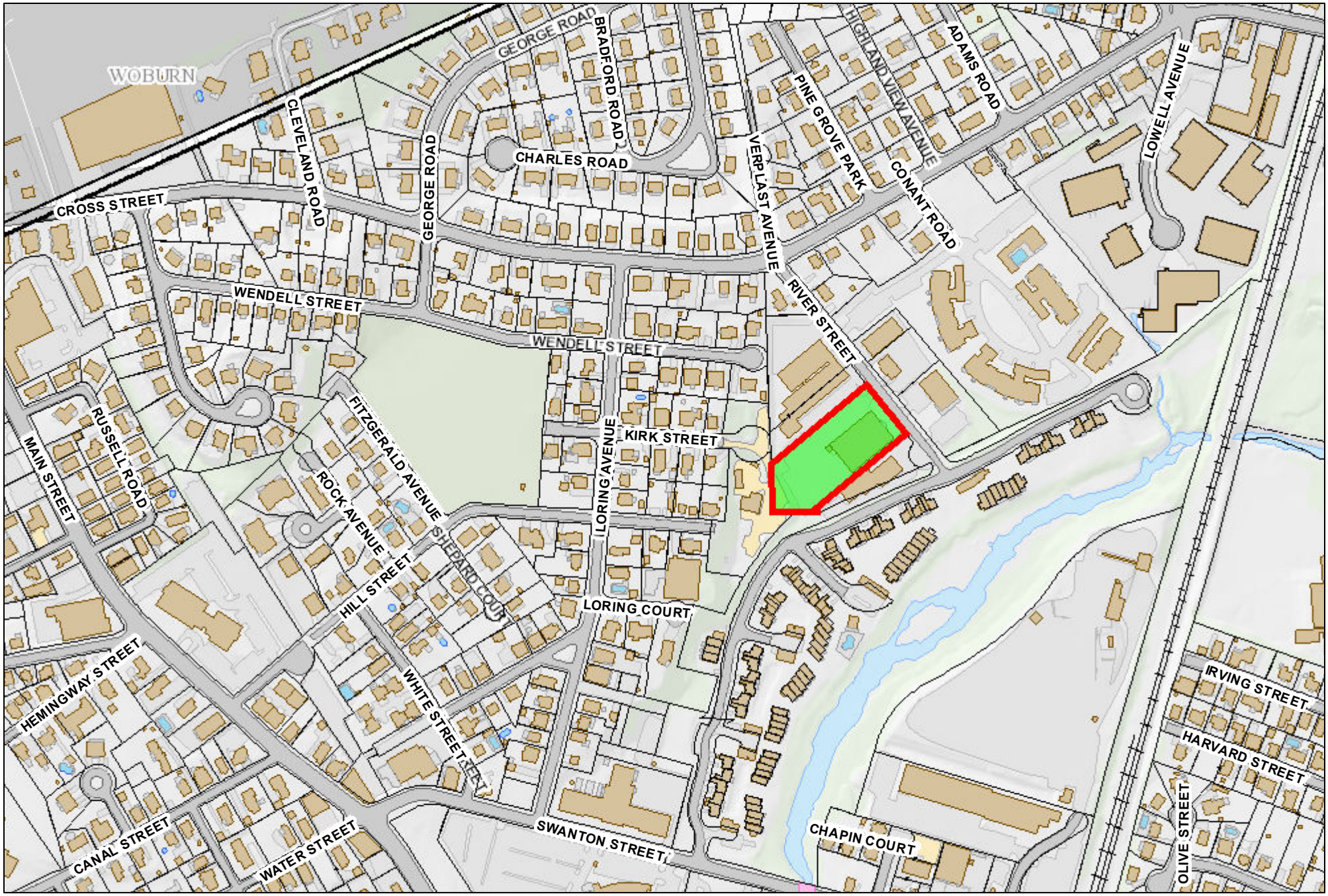



N

19 River Street

Feet

0 130 260 520




N

35 River Street

Feet

0 130 260 520

Driving Directions to 19-35 River Street from Masshousing Offices

1. **1.** Start out going **northwest** on Beacon St toward Tremont Pl.

Then 0.03 miles0.03 total miles
2. **2.** Turn **slight right** onto Somerset St.

Then 0.06 miles0.09 total miles
3. **3.** Take the 1st **left** onto Ashburton Pl.

Then 0.06 miles0.15 total miles
4. **4.** Take the 1st **right** to stay on Ashburton Pl.

Then 0.03 miles0.18 total miles
5. **5.** Turn **slight right** onto Bowdoin St.

Then 0.11 miles0.29 total miles
6. **6.** Turn **right** onto Cambridge St.

Then 0.08 miles0.37 total miles
7. **7.** Take the 1st **left** onto New Sudbury St.

Then 0.19 miles0.56 total miles
8. **8.** New Sudbury St becomes Sudbury St.

Then 0.10 miles0.66 total miles
9. **9.** Merge onto I-93 N via the ramp on the **left**.

Then 8.93 miles9.59 total miles
10. **10.** Take the **Montvale Ave** exit, EXIT 36, toward **Stoneham/Woburn**.

Then 0.19 miles9.78 total miles
11. **11.** Turn **left** onto Montvale Ave.

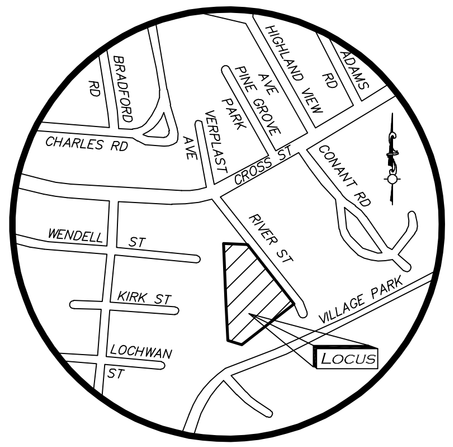
Then 0.38 miles10.16 total miles
12. **12.** Turn **left** onto Washington St.

Then 1.03 miles11.19 total miles
13. **13.** Turn **right** onto Cross St.

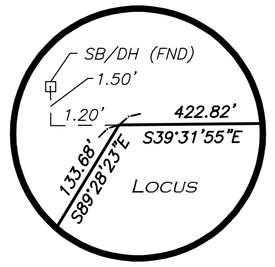
Then 0.64 miles11.83 total miles
14. **14.** Turn **left** onto River St.

***1.*** *River St is just past Pine Grove Park*

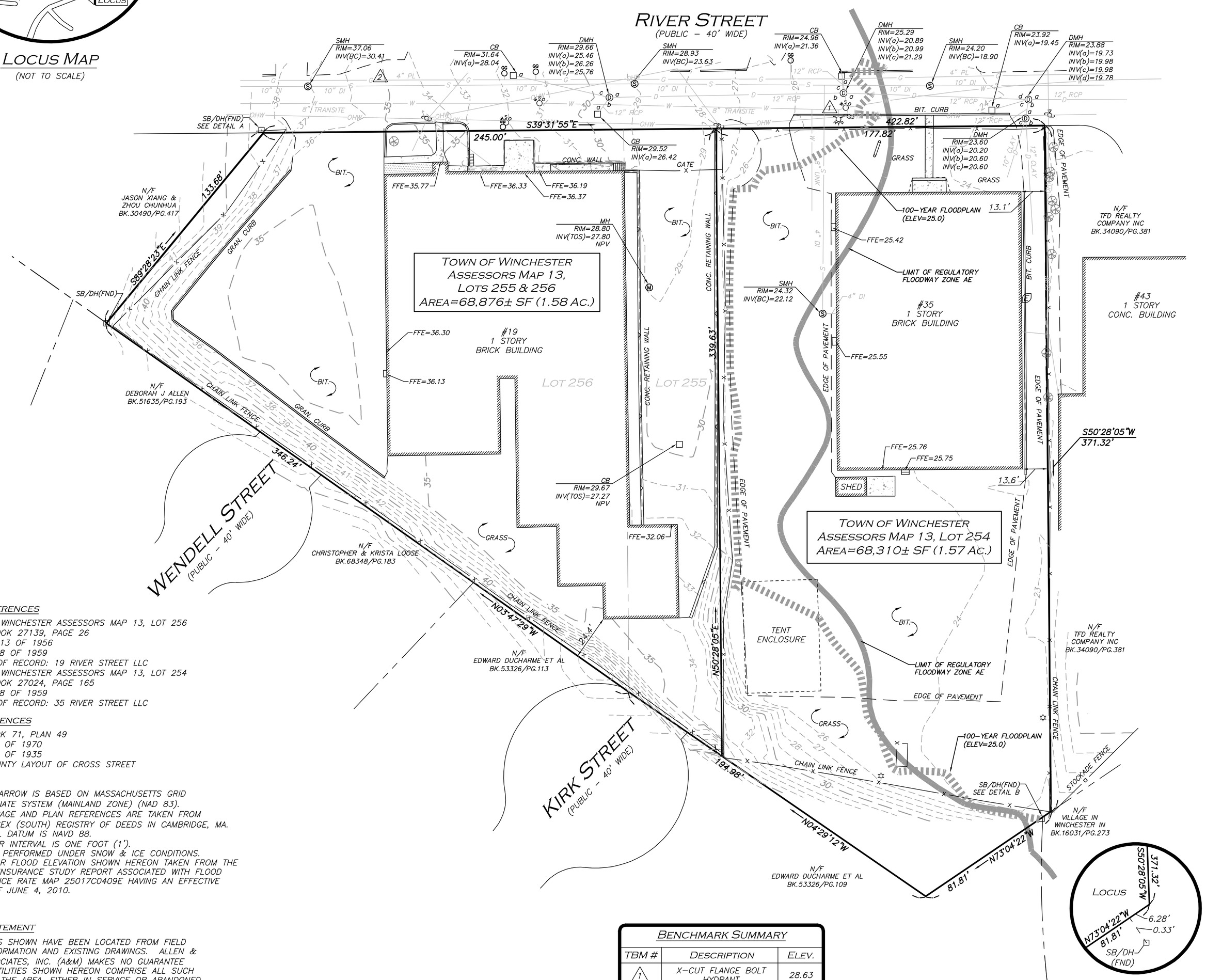
Then 0.04 miles11.87 total miles

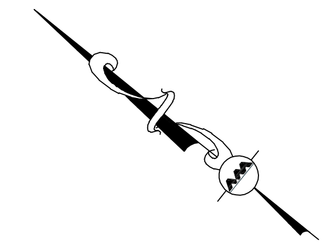



## LOCUS MAP
(NOT TO SCALE)




## DETAIL A
(NOT TO SCALE)



FOR REGISTRY USE ONLY

## LEGEND

| | |
|---|---|
| STONE BOUND (SB) | |
| DRAIN MANHOLE (DMH) | |
| SEWER MANHOLE (SMH) | |
| MISC. MANHOLE (MH) | |
| CATCH BASIN (CB) | |
| UTILITY POLE | |
| UTILITY POLE W/RISER | |
| UTILITY POLE W/LIGHT | |
| FIRE HYDRANT | |
| WATER GATE | |
| GAS GATE | |
| LIGHT | |
| TREE | |
| SIGN | |
| SIGN | |
| ELECTRIC METER | |
| CONCRETE | |
| LANDSCAPED AREA (LSA) | |
| BUILDING | |
| BUILDING OVERHANG | |
| 1' CONTOUR | 23 |
| 5' CONTOUR | 25 |
| PROPERTY LINE | |
| ABUTTERS LINE | |
| CONCRETE RETAINING WALL | |
| EDGE OF PAVEMENT | |
| CURB | |
| CHAIN LINK FENCE | x |
| STOCKADE FENCE | |
| WATER LINE | W |
| SEWER LINE | S |
| DRAIN LINE | D |
| GAS LINE | G |
| OVERHEAD WIRES | OHW |
| FINISHED FLOOR ELEVATION | FFE |
| BITUMINOUS | BIT. |
| CONCRETE | CONC. |
| GRANITE | GRAN. |
| BOTTOM CENTER | (BC) |
| REINFORCED CONCRETE PIPE | RCP |
| PLASTIC | PL |
| DUCTILE IRON PIPE | DI |
| NO PIPES VISIBLE | NPV |
| TOP OF SILT | TOS |
| STONE BOUND W/DRILL HOLE | SB/DH |
| FOUND | FND |
| NOW OR FORMERLY | N/F |
| BOOK | BK. |
| PAGE | PG. |
| PLAN BOOK | PB. |
| PLAN | PL. |

### LOCUS REFERENCES

- TOWN OF WINCHESTER ASSESSORS MAP 13, LOT 256
  - DEED BOOK 27139, PAGE 26
  - PLAN 1113 OF 1956
  - PLAN 598 OF 1959
  - OWNER OF RECORD: 19 RIVER STREET LLC
- TOWN OF WINCHESTER ASSESSORS MAP 13, LOT 254
  - DEED BOOK 27024, PAGE 165
  - PLAN 598 OF 1959
  - OWNER OF RECORD: 35 RIVER STREET LLC

### PLAN REFERENCES

- PLAN BOOK 71, PLAN 49
- PLAN 451 OF 1970
- PLAN 701 OF 1935
- 1906 COUNTY LAYOUT OF CROSS STREET

### NOTES

1. NORTH ARROW IS BASED ON MASSACHUSETTS GRID COORDINATE SYSTEM (MAINLAND ZONE) (NAD 83).
2. BOOK/PAGE AND PLAN REFERENCES ARE TAKEN FROM MIDDLESEX (SOUTH) REGISTRY OF DEEDS IN CAMBRIDGE, MA.
3. VERTICAL DATUM IS NAVD 88.
4. CONTOUR INTERVAL IS ONE FOOT (1').
5. SURVEY PERFORMED UNDER SNOW & ICE CONDITIONS.
6. 100 YEAR FLOOD ELEVATION SHOWN HEREON TAKEN FROM THE FLOOD INSURANCE STUDY REPORT ASSOCIATED WITH FLOOD INSURANCE RATE MAP 25017C0409E HAVING AN EFFECTIVE DATE OF JUNE 4, 2010.

### UTILITY STATEMENT

THE UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND EXISTING DRAWINGS. ALLEN & MAJOR ASSOCIATES, INC. (A&M) MAKES NO GUARANTEE THAT THE UTILITIES SHOWN HEREON COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. A&M FURTHER DOES NOT WARRANT THAT THE UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED. A&M HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES.

### BENCHMARK SUMMARY

| TBM # | DESCRIPTION | ELEV. |
|---|---|---|
| 1 | X-CUT FLANGE BOLT HYDRANT | 28.63 |
| 2 | MAG NAIL SET IN PAVEMENT | 35.10 |




## DETAIL B
(NOT TO SCALE)

GRAPHIC SCALE

30 0 15 30 60 120

( IN FEET )
1 inch = 30 ft.

N:\PROJECTS\2459-01\SURVEY\DRAWINGS\S-2459-01-EC.DWG
FB# 1726 PG. 1

WE HEREBY CERTIFY THAT:

THIS PLAN IS THE RESULT OF AN ACTUAL ON THE GROUND SURVEY PERFORMED ON OR BETWEEN MARCH 7, 2018 AND MARCH 23, 2018.

THIS PLAN WAS PREPARED IN ACCORDANCE WITH THE RULES AND REGULATIONS OF THE REGISTERS OF DEEDS DATED JANUARY 1, 1976 AND REVISED JANUARY 12, 1988.

ACCORDING TO DEEDS AND PLANS OF RECORD, THE PROPERTY LINES SHOWN ON THIS PLAN ARE THE LINES DIVIDING EXISTING OWNERSHIP, AND THE LINES OF THE STREETS OR WAYS SHOWN ARE THOSE OF PUBLIC OR PRIVATE STREETS AND WAYS ALREADY ESTABLISHED, AND THAT NO NEW LINES FOR THE DIVISION OF EXISTING OWNERSHIP OR FOR NEW WAYS ARE SHOWN.

THE ABOVE CERTIFICATION IS INTENDED TO MEET REGISTRY OF DEEDS REQUIREMENTS FOR THE RECORDING OF PLANS AND IS NOT A CERTIFICATION TO THE TITLE OR OWNERSHIP OF THE PROPERTY SHOWN. OWNERS OF ADJOINING PROPERTIES ARE SHOWN ACCORDING TO CURRENT TOWN OF WINCHESTER ASSESSOR'S INFORMATION.

THE ABOVE IS CERTIFIED TO THE BEST OF MY PROFESSIONAL KNOWLEDGE, INFORMATION AND BELIEF.

ALLEN & MAJOR ASSOCIATES, INC.

**ISSUED FOR REVIEW**
**MARCH 29, 2018**

PROFESSIONAL LAND SURVEYOR FOR
ALLEN & MAJOR ASSOCIATES, INC.

| REV | DATE | DESCRIPTION |
|---|---|---|
| | | |

APPLICANT\OWNER:
35 RIVER STREET, LLC
36 CABOT ROAD
WOBURN, MA 01801

PROJECT:
19-35 RIVER STREET
WINCHESTER, MA

| | | | |
|---|---|---|---|
| PROJECT NO. | 2459-01 | DATE: | 03/28/18 |
| SCALE: | 1" = 30' | DWG. NAME: | S-2459-01-EC |
| DRAFTED BY: | KAC | CHECKED BY: | COB/NIL |

PREPARED BY:


ALLEN & MAJOR ASSOCIATES, INC.
civil & structural engineering ◆ land surveying
environmental consulting ◆ landscape architecture
www.allenmajor.com
100 COMMERCE WAY
WOBURN MA 01801-8501
TEL: (781) 935-6889
FAX: (781) 935-2896
WOBURN, MA ◆ LAKEVILLE, MA ◆ MANCHESTER, NH



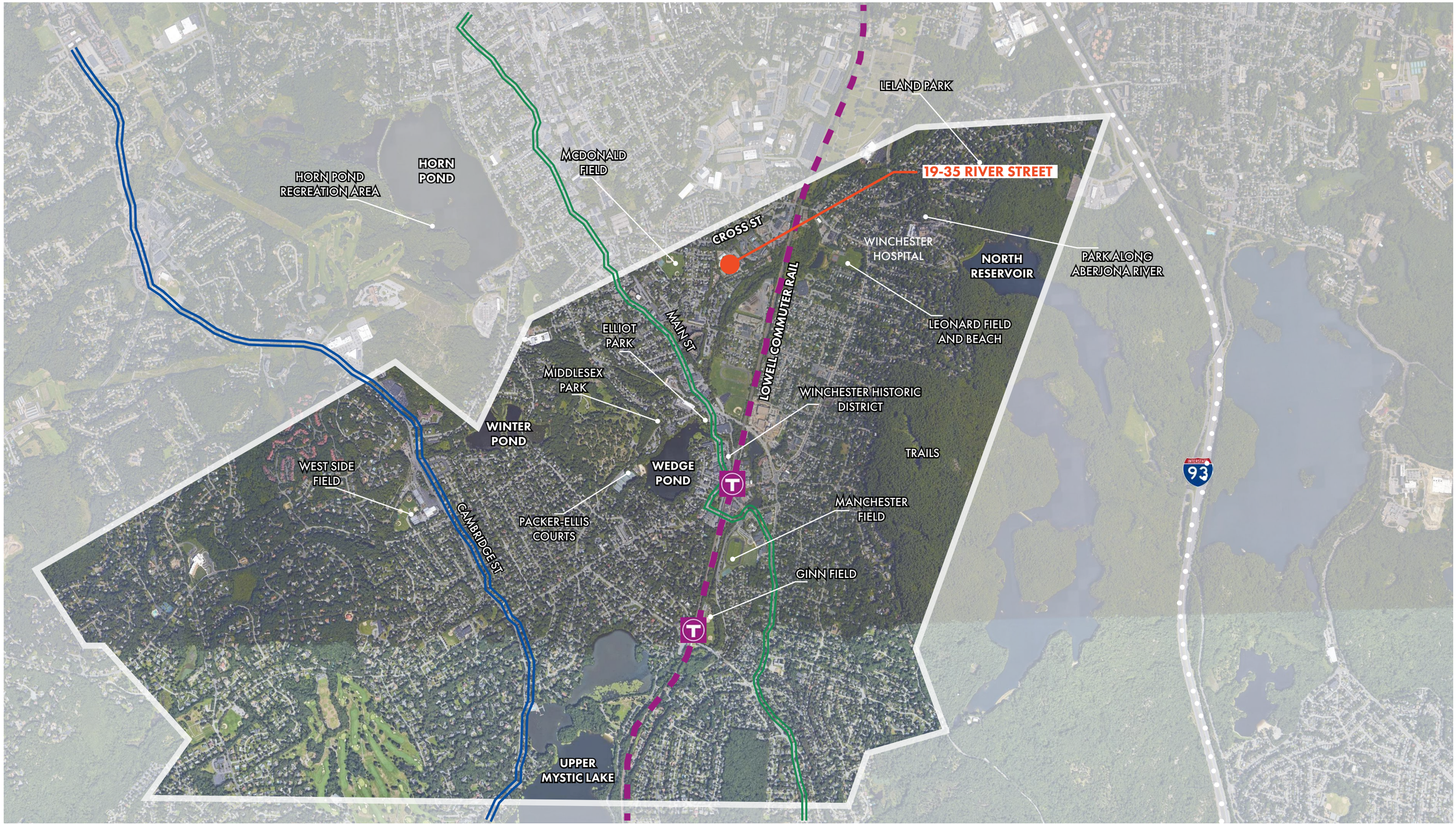
THIS DRAWING HAS BEEN PREPARED IN ELECTRONIC FORMAT. CLIENT/CLIENT'S REPRESENTATIVE OR CONSULTANT MAY BE PROVIDED COPIES OF DRAWINGS AND SPECIFICATIONS ON MAGNETIC MEDIA FOR HIS/HER INFORMATION AND USE FOR SPECIFIC APPLICATION TO THIS PROJECT. DUE TO THE POTENTIAL THAT THE MAGNETIC INFORMATION MAY BE MODIFIED UNINTENTIONALLY OR OTHERWISE, ALLEN & MAJOR ASSOCIATES, INC. MAY REMOVE ALL INDICATION OF THE DOCUMENT'S AUTHORSHIP ON THE MAGNETIC MEDIA. PRINTED REPRESENTATIONS OF THE DRAWINGS AND SPECIFICATIONS ISSUED SHALL BE THE ONLY RECORD COPIES OF ALLEN & MAJOR ASSOCIATES, INC.'S WORK PRODUCT.


DRAWING TITLE: EXISTING CONDITIONS

SHEET No. 1


Copyright©2018 Allen & Major Associates, Inc.
All Rights Reserved

EAST ST
CROSS ST
19-35 RIVER STREET
WINCHESTER HOSPITAL
HORN POND
NORTH RESERVOIR
MCDONALD FIELD
LORING AVE
ABERJONA RIVER
MAIN ST
HAVERHILL/LOWELL TRAIN LINE
WASHINGTON ST
HIGHLAND AVE
WINCHESTER HIGH SCHOOL
WINTER POND
WEDGE POND
Google Earth


LELAND PARK
19-35 RIVER STREET
HORN POND
HORN POND RECREATION AREA
MCDONALD FIELD
CROSS ST
WINCHESTER HOSPITAL
NORTH RESERVOIR
PARK ALONG ABERJONA RIVER
LOWELL COMMUTER RAIL
MAIN ST
ELLIOT PARK
LEONARD FIELD AND BEACH
MIDDLESEX PARK
WINCHESTER HISTORIC DISTRICT
WINTER POND
TRAILS
WEST SIDE FIELD
WEDGE POND
MANCHESTER FIELD
PACKER-ELLIS COURTS
CAMBRIDGE ST
GINN FIELD
UPPER MYSTIC LAKE
INTERSTATE 93

NEIGHBORHOOD SCALE AND MATERIAL CONTEXT | EMBARC

WHITE BLOCK
1890
LUCIA
RISTORANTE & BAR

WE HAVE
WHAT DAD
WANTS!!!

19-35 RIVER ST

- ZONING DISTRICT 1A

- TWO LOTS COMBINED AT 137,186 SF

- PREVIOUS USE AS LIGHT INDUSTRIAL

NEIGHBORHOOD CONTEXT AERIAL | EMBARC

A. VIEW OF EXISTING SITE ON RIVER STREET, FACING SOUTH

B. VIEW OF EXISTING SITE ON RIVER STREET, FACING NORTH

ALLEN & MAJOR ASSOCIATES, INC.
100 Commerce Way
Woburn, MA 01801
Tel: (781) 935-6889
Fax: (781) 935-2896

Each parcel has multiple access points from River Street, which is a 40' wide right-of-way with no existing sidewalks on either side. River Street is a dead-end street off of Cross Street. Cross Street is a local collector road with pedestrian sidewalks on both sides.

The subject parcels are abutted by the MQM Cleaning, a commercial cleaning company, to the south of the property (43 River Street); an Industrial/Office use to the southwest off of Kirk Street, single-family residential uses to the northwest off of Wendell Street, single family residential to north of the property (3 River Street).

Across River Street to the northeast is a single family residential (10 River Street), to the south of that is a 90' wide lot providing emergency vehicle access to The Willows Condominium development, directly to east of the subject parcels is an industrial building (24 River Street), a VFW hall (30 River Street), and an office building (38 River Street) to the west-northwest.

**EXISTING STRUCTURES/INFRASTRUCTURE**

19 River Street contains a 25,000± square-foot (SF), one-story building, classified as a factory use, with a loading dock, and two paved parking lots. The building was constructed in 1956 and has concrete slab below a steel frame with a brick exterior and a sloped metal roof. The building is serviced by overhead electric, natural gas, municipal water and municipal sewer. The existing building will be demolished as part of the property redevelopment.

35 River Street a 15,000± square-foot (SF), one-story building, classified as an industrial warehouse use, with a paved parking lot, small shed and 2,500 sf tented storage area. The building was constructed in 1959 and has concrete slab below a steel frame with a brick exterior and a flat tar and gravel roof. The building is serviced by overhead electric, oil heating, municipal water and municipal sewer. The existing building will be demolished as part of the property redevelopment.

**TERRAIN**

The site topography slopes generally from northwest to southeast, and is stepped along the general building pads of each site. The elevations of 19 River Street range from El. 43± at northwest corner to El. 29± at the southeast corner and the building sits at elevation 36±. The elevations of 35 River Street range from El. 35± along the westerly property line to El. 23± along the southerly property line and the building sits at elevation 25.75±. The majority of the site consists of buildings, parking and vehicular travel lanes, with minimal screening landscape along the perimeter of the lots.

## OPEN SPACE/GREEN SPACE FEATURES

The site currently has minimal open/green space, with the majority of it located at the rear of the sites. This is typical for the existing industrial/factory use of the site.

## EXISTING WETLAND RESOURCES

The site is not located within any existing wetland resource buffers.

## FEMA FLOODPLAIN & FLOODWAY

The Flood Insurance Rate Map (FIRM) (Map Number 25017C0409E) for the Town of Winchester effective June 4, 2010 indicates that the parcel lies within the FEMA Zone AE. The FEMA Zone AE in this area is defined as Special Flood Hazard Area "with BFE or Depth". This elevation has been determined to be elevation 25.6. Only a small portion of the site is within the Zone AE.

Additionally, the FIRM indicated the site falls within a Special Flood Hazard Area call a Regulatory Floodway. The FEMA definition of a "Regulatory Floodway" is the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height. Only a small portion of the site is within the Regulatory Floodway.

## EXISTING DRAINAGE

Stormwater drain lines (reinforced concrete pipe – RCP & clay pipe – CLAY) are illustrated on the Existing Conditions Plan. The plan shows all existing stormwater structures and pipes. Surface flows are captured and conveyed by the on-site drainage system and ultimately the streets municipal system.

## EXISTING UTILITIES

The site has access to municipal water and sewer, telephone, electric, cable and natural gas within River Street.

## ZONING USE & DIMENSIONAL REQUIREMENTS

According to the Official Town of Winchester Zoning Map and the Winchester GIS both properties are currently zoned as Limited Light Industrial District (IL). There are no residential uses allowed in an IL district.

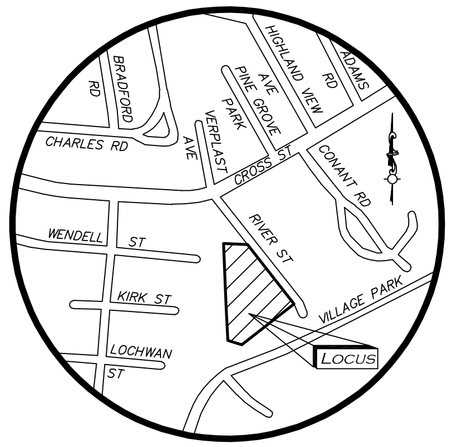
Properties surrounding the site are also zoned IL as well as general residence District (RG-6.5) and Conservancy-Institutional District (SCI).

Below is a partial table of dimensional regulations for the Limited Light Industrial District (IL) taken from the Winchester Zoning By-Laws, *Section 4.11 – Table of Dimensional Requirements*

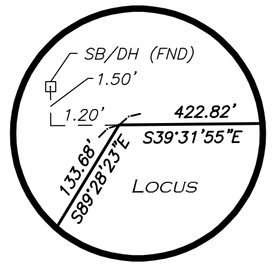
| **District** | Limited Light Industrial District (IL) |
|---|---|
| **Min. Lot Area (sf)** | 20,000 |
| **Min. Lot Frontage (ft)** | 100 |
| **Min. Lot Width (ft)** | 100 |
| **Min. Lot Front Yard (ft)[1]** | 25 |
| **Min. Side Yard (ft)[2]** | 20 |
| **Min. Rear Yard (ft)[2]** | 20 |
| **Min. Yard adj. to SCI & Residential Dist. (ft)** | 25[3] |
| **Min. Yard adj. to other Dist. (ft)** | 25 |
| **Min. % Open Area** | 60 |
| **Min % Green Space** | NR |
| **Min % Hardscape** | NR |
| **Max. Building Height (stories)** | 3 |
| **Max. Building Height (ft)[4]** | 45 |
| **Max. Distance between Buildings** | 30[5] |

1. *Where "building lines" are specified by Town of Winchester under the Bylaw "building lines established under the provisions of Section 37 of Chapter 82 of the General Laws prior to July 1, 1953" no building shall be closer to the street than such building line distance or as specified by the minimum front yard requirement contained herein, whichever is more restrictive.*
2. *For uses permitted under Special Permits, increase the required rear and side yard requirements by five (5) feet.*
3. *The 25-foot minimum yard requirement shall be kept in its natural state where wooded, and, when its natural vegetation is sparse or nonexistent, a year-round visual screen shall be required. No principal or accessory structure, nor any off-street parking, driveways, loading areas or other use shall be permitted in the buffer area.*
4. *Does not apply to chimney, ventilators and other structural features usually carried above roofs, not to domes, towers or spires of buildings provided such features are in no way used for living purposes. Maximum height, except for church spires or domes, shall not exceed 15 feet above the height permitted in the District. See definition - "Height of a Building."*
5. *Buildings shall be surrounded by fire lanes. (See Definitions.)*

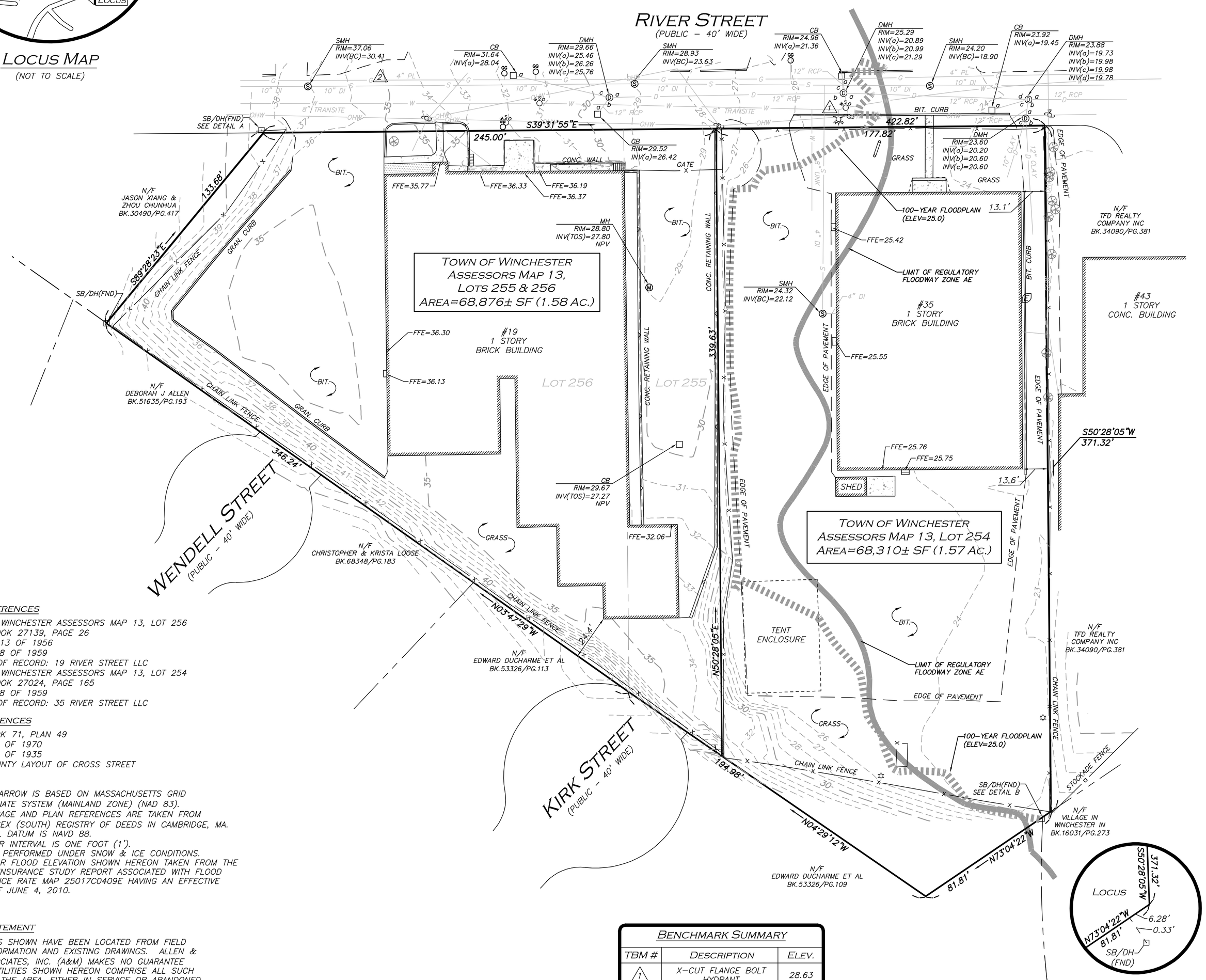
Other applicable dimensional regulations the Floor Area Ratio (FAR) for a Light Industrial District cannot exceed 1.0 *(Section 4.2)*.

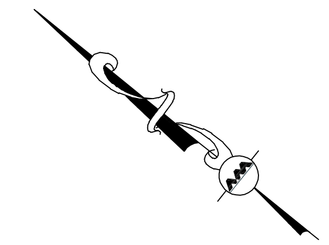



## LOCUS MAP
(NOT TO SCALE)




## DETAIL A
(NOT TO SCALE)



FOR REGISTRY USE ONLY

## LEGEND

| | |
|---|---|
| STONE BOUND (SB) | |
| DRAIN MANHOLE (DMH) | |
| SEWER MANHOLE (SMH) | |
| MISC. MANHOLE (MH) | |
| CATCH BASIN (CB) | |
| UTILITY POLE | |
| UTILITY POLE W/RISER | |
| UTILITY POLE W/LIGHT | |
| FIRE HYDRANT | |
| WATER GATE | |
| GAS GATE | |
| LIGHT | |
| TREE | |
| SIGN | |
| SIGN | |
| ELECTRIC METER | |
| CONCRETE | |
| LANDSCAPED AREA (LSA) | |
| BUILDING | |
| BUILDING OVERHANG | |
| 1' CONTOUR | 23 |
| 5' CONTOUR | 25 |
| PROPERTY LINE | |
| ABUTTERS LINE | |
| CONCRETE RETAINING WALL | |
| EDGE OF PAVEMENT | |
| CURB | |
| CHAIN LINK FENCE | x |
| STOCKADE FENCE | |
| WATER LINE | W |
| SEWER LINE | S |
| DRAIN LINE | D |
| GAS LINE | G |
| OVERHEAD WIRES | OHW |
| FINISHED FLOOR ELEVATION | FFE |
| BITUMINOUS | BIT. |
| CONCRETE | CONC. |
| GRANITE | GRAN. |
| BOTTOM CENTER | (BC) |
| REINFORCED CONCRETE PIPE | RCP |
| PLASTIC | PL |
| DUCTILE IRON PIPE | DI |
| NO PIPES VISIBLE | NPV |
| TOP OF SILT | TOS |
| STONE BOUND W/DRILL HOLE | SB/DH |
| FOUND | FND |
| NOW OR FORMERLY | N/F |
| BOOK | BK. |
| PAGE | PG. |
| PLAN BOOK | PB. |
| PLAN | PL. |

### LOCUS REFERENCES

- TOWN OF WINCHESTER ASSESSORS MAP 13, LOT 256
  - DEED BOOK 27139, PAGE 26
  - PLAN 1113 OF 1956
  - PLAN 598 OF 1959
  - OWNER OF RECORD: 19 RIVER STREET LLC
- TOWN OF WINCHESTER ASSESSORS MAP 13, LOT 254
  - DEED BOOK 27024, PAGE 165
  - PLAN 598 OF 1959
  - OWNER OF RECORD: 35 RIVER STREET LLC

### PLAN REFERENCES

- PLAN BOOK 71, PLAN 49
- PLAN 451 OF 1970
- PLAN 701 OF 1935
- 1906 COUNTY LAYOUT OF CROSS STREET

### NOTES

1. NORTH ARROW IS BASED ON MASSACHUSETTS GRID COORDINATE SYSTEM (MAINLAND ZONE) (NAD 83).
2. BOOK/PAGE AND PLAN REFERENCES ARE TAKEN FROM MIDDLESEX (SOUTH) REGISTRY OF DEEDS IN CAMBRIDGE, MA.
3. VERTICAL DATUM IS NAVD 88.
4. CONTOUR INTERVAL IS ONE FOOT (1').
5. SURVEY PERFORMED UNDER SNOW & ICE CONDITIONS.
6. 100 YEAR FLOOD ELEVATION SHOWN HEREON TAKEN FROM THE FLOOD INSURANCE STUDY REPORT ASSOCIATED WITH FLOOD INSURANCE RATE MAP 25017C0409E HAVING AN EFFECTIVE DATE OF JUNE 4, 2010.

### UTILITY STATEMENT

THE UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND EXISTING DRAWINGS. ALLEN & MAJOR ASSOCIATES, INC. (A&M) MAKES NO GUARANTEE THAT THE UTILITIES SHOWN HEREON COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. A&M FURTHER DOES NOT WARRANT THAT THE UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED. A&M HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES.

### BENCHMARK SUMMARY

| TBM # | DESCRIPTION | ELEV. |
|---|---|---|
| 1 | X-CUT FLANGE BOLT HYDRANT | 28.63 |
| 2 | MAG NAIL SET IN PAVEMENT | 35.10 |




## DETAIL B
(NOT TO SCALE)

GRAPHIC SCALE

30 0 15 30 60 120

( IN FEET )
1 inch = 30 ft.

N:\PROJECTS\2459-01\SURVEY\DRAWINGS\S-2459-01-EC.DWG
FB# 1726 PG. 1

WE HEREBY CERTIFY THAT:

THIS PLAN IS THE RESULT OF AN ACTUAL ON THE GROUND SURVEY PERFORMED ON OR BETWEEN MARCH 7, 2018 AND MARCH 23, 2018.

THIS PLAN WAS PREPARED IN ACCORDANCE WITH THE RULES AND REGULATIONS OF THE REGISTERS OF DEEDS DATED JANUARY 1, 1976 AND REVISED JANUARY 12, 1988.

ACCORDING TO DEEDS AND PLANS OF RECORD, THE PROPERTY LINES SHOWN ON THIS PLAN ARE THE LINES DIVIDING EXISTING OWNERSHIP, AND THE LINES OF THE STREETS OR WAYS SHOWN ARE THOSE OF PUBLIC OR PRIVATE STREETS AND WAYS ALREADY ESTABLISHED, AND THAT NO NEW LINES FOR THE DIVISION OF EXISTING OWNERSHIP OR FOR NEW WAYS ARE SHOWN.

THE ABOVE CERTIFICATION IS INTENDED TO MEET REGISTRY OF DEEDS REQUIREMENTS FOR THE RECORDING OF PLANS AND IS NOT A CERTIFICATION TO THE TITLE OR OWNERSHIP OF THE PROPERTY SHOWN. OWNERS OF ADJOINING PROPERTIES ARE SHOWN ACCORDING TO CURRENT TOWN OF WINCHESTER ASSESSOR'S INFORMATION.

THE ABOVE IS CERTIFIED TO THE BEST OF MY PROFESSIONAL KNOWLEDGE, INFORMATION AND BELIEF.

ALLEN & MAJOR ASSOCIATES, INC.

**ISSUED FOR REVIEW**
**MARCH 29, 2018**

PROFESSIONAL LAND SURVEYOR FOR
ALLEN & MAJOR ASSOCIATES, INC.

| REV | DATE | DESCRIPTION |
|---|---|---|
| | | |

APPLICANT\OWNER:
35 RIVER STREET, LLC
36 CABOT ROAD
WOBURN, MA 01801

PROJECT:
19-35 RIVER STREET
WINCHESTER, MA

| | | | |
|---|---|---|---|
| PROJECT NO. | 2459-01 | DATE: | 03/28/18 |
| SCALE: | 1" = 30' | DWG. NAME: | S-2459-01-EC |
| DRAFTED BY: | KAC | CHECKED BY: | COB/NIL |

PREPARED BY:


ALLEN & MAJOR ASSOCIATES, INC.
civil & structural engineering ◆ land surveying
environmental consulting ◆ landscape architecture
www.allenmajor.com
100 COMMERCE WAY
WOBURN MA 01801-8501
TEL: (781) 935-6889
FAX: (781) 935-2896
WOBURN, MA ◆ LAKEVILLE, MA ◆ MANCHESTER, NH

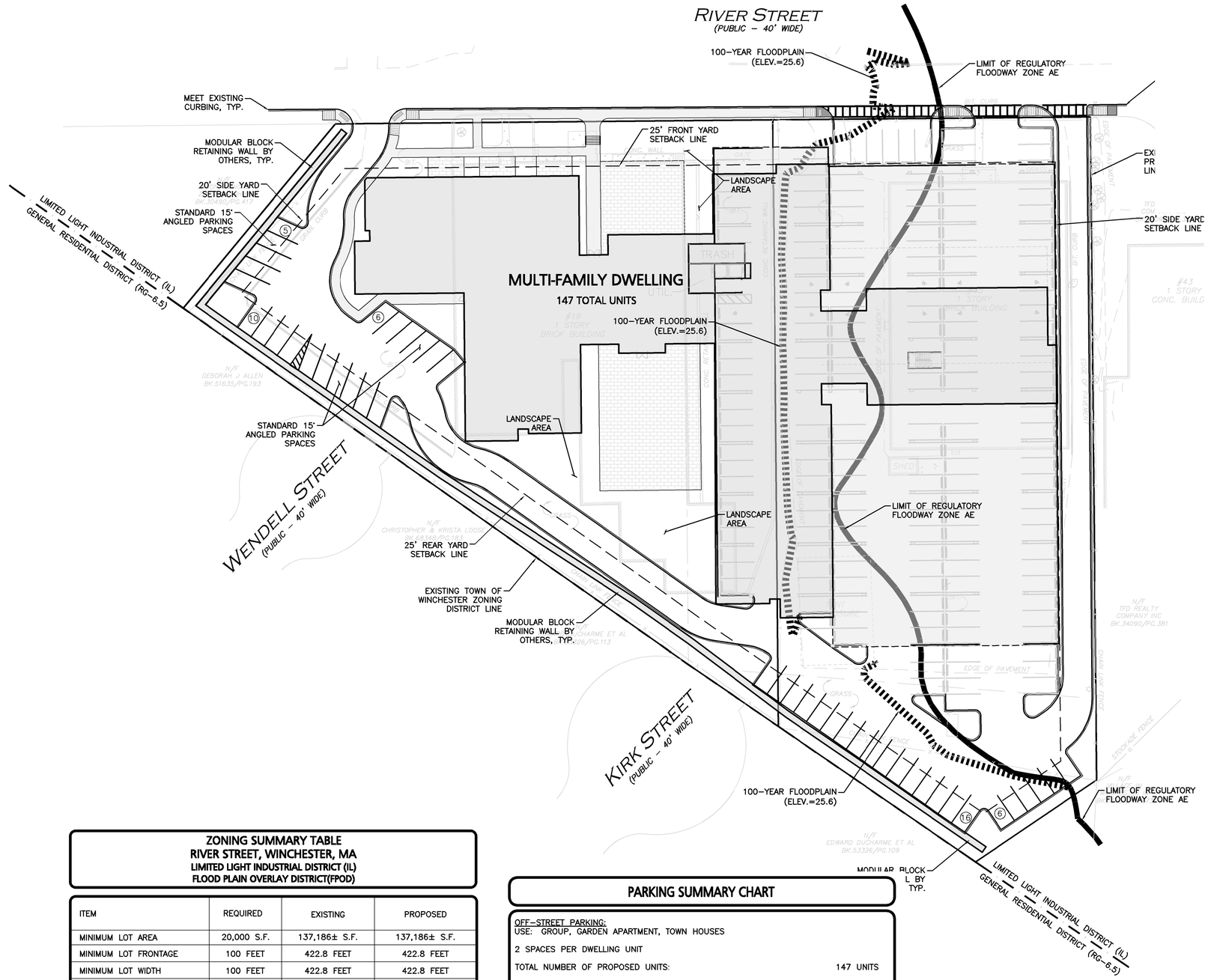


THIS DRAWING HAS BEEN PREPARED IN ELECTRONIC FORMAT. CLIENT/CLIENT'S REPRESENTATIVE OR CONSULTANT MAY BE PROVIDED COPIES OF DRAWINGS AND SPECIFICATIONS ON MAGNETIC MEDIA FOR HIS/HER INFORMATION AND USE FOR SPECIFIC APPLICATION TO THIS PROJECT. DUE TO THE POTENTIAL THAT THE MAGNETIC INFORMATION MAY BE MODIFIED UNINTENTIONALLY OR OTHERWISE, ALLEN & MAJOR ASSOCIATES, INC. MAY REMOVE ALL INDICATION OF THE DOCUMENT'S AUTHORSHIP ON THE MAGNETIC MEDIA. PRINTED REPRESENTATIONS OF THE DRAWINGS AND SPECIFICATIONS ISSUED SHALL BE THE ONLY RECORD COPIES OF ALLEN & MAJOR ASSOCIATES, INC.'S WORK PRODUCT.


DRAWING TITLE: EXISTING CONDITIONS

SHEET No. 1


Copyright©2018 Allen & Major Associates, Inc.
All Rights Reserved




## LEGEND

| | |
|---|---|
| PROPERTY LINE | |
| SIGN | |
| BOLLARD | |
| BUILDING | |
| BUILDING ARCHITECTURE | |
| BUILDING INTERIOR WALLS | |
| CURB | |
| RETAINING WALL | |
| PARKING STRIPING | |
| ROADWAY STRIPING | |
| TRAFFIC ARROWS | |
| HEAVY DUTY CONCRETE | |
| SIDEWALK | |
| BRICK SIDEWALK | |
| ADA ACCESSIBLE RAMP | |
| ADA DET. WARNING SURFACE | |
| SETBACK LINE | |
| BASELINE | |
| SAW-CUT LINE | |
| PARKING COUNT | 10 |
| TRANSFORMER | T |

NOTES:

1. THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR IT'S REPRESENTATIVE. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK, AND AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.
2. THE CONTRACTOR SHALL CONTACT "DIGSAFE" AND THE TOWN OF WINCHESTER DEPARTMENT OF PUBLIC WORKS AT LEAST 72 HOURS PRIOR TO ANY EXCAVATION WORK TO REQUEST THE LOCATION OF THE EXISTING UTILITIES.

   DIGSAFE: 1-800-344-7233
   WINCHESTER DEPT. OF PUBLIC WORKS: (781) 721-7100
3. SEE THE ABBREVIATIONS AND NOTES PLAN AND DETAILS FOR FURTHER INFORMATION.
4. ALL CURBING RADII SHALL BE 3' UNLESS OTHERWISE NOTED.
5. ALL ADA CURB CUT RAMPS ARE TO BE CONCRETE.
6. ALL ELEVATIONS REFER TO NAVD88 DATUM.
7. THE INFORMATION SHOWN ON THIS PLAN IS THE SOLE PROPERTY OF ALLEN & MAJOR ASSOCIATES, INC. IT'S INTENDED USE IS TO PROVIDE INFORMATION. ANY ALTERATION, MISUSE, OR RECALCULATION OF INFORMATION OR DATA WITHOUT THE EXPRESSED, WRITTEN CONSENT OF ALLEN & MAJOR ASSOCIATES, INC. IS STRICTLY PROHIBITED.

## ZONING SUMMARY TABLE
**RIVER STREET, WINCHESTER, MA**
**LIMITED LIGHT INDUSTRIAL DISTRICT (IL)**
**FLOOD PLAIN OVERLAY DISTRICT(FPOD)**

| ITEM | REQUIRED | EXISTING | PROPOSED |
|---|---|---|---|
| MINIMUM LOT AREA | 20,000 S.F. | 137,186± S.F. | 137,186± S.F. |
| MINIMUM LOT FRONTAGE | 100 FEET | 422.8 FEET | 422.8 FEET |
| MINIMUM LOT WIDTH | 100 FEET | 422.8 FEET | 422.8 FEET |
| MINIMUM FRONT YARD | 25 FEET | 16.8 FEET | 25 FEET |
| MINIMUM SIDE YARD | 20 FEET | 13.1 FEET | 20 FEET |
| MINIMUM REAR YARD 1) 2) | 25 FEET | 24.4 FEET | 30.1 FEET |
| MIN. FLOOR AREA RATIO (FAR) | 1.0 | 0.29 | 1.39 4) |
| MINIMUM OPEN SPACE (%) | 60% | 29.8% 3) | TBD 4) |
| MINIMUM GREEN SPACE (%) | NR | NR | NR |
| MAXIMUM HARDSCAPE (%) | NR | NR | NR |
| MAXIMUM BUILDING STORIES | 3 STORIES | 1 STORY | 5 STORIES 4) |
| MAXIMUM BUILDING HEIGHT | 45 FEET | < 45 FEET | 70 FEET 4) |
| MINIMUM DISTANCE BETWEEN BUILDINGS | 30 FEET | 91.3 FEET | N/A |

## PARKING SUMMARY CHART

OFF-STREET PARKING:
USE: GROUP, GARDEN APARTMENT, TOWN HOUSES

2 SPACES PER DWELLING UNIT

TOTAL NUMBER OF PROPOSED UNITS: 147 UNITS

TOTAL PARKING REQUIREMENT: (147 UNITS x 2 SPACES/UNIT)= 294 SPACES

ADA/ACCESSIBLE PARKING:
THERE ARE BETWEEN 201 TO 300 TOTAL PARKING STALLS REQUIRING 7 OF THEM BE ACCESSIBLE. 7 ADA ACCESSIBLE SPACES HAVE BEEN PROVIDED.

ADA REGULATIONS STATE THAT 1 OF EVERY 6 ADA SPACES SHALL BE VAN ACCESSIBLE; 2 OF THE ADA SPACES SHALL BE VAN ACCESSIBLE.

| STANDARD SPACES | COMPACT SPACES | ACCESSIBLE SPACES | ACCESSIBLE SPACES | TOTAL PROVIDED | TOTAL REQUIRED |
|---|---|---|---|---|---|
| 38 | 0 | 2 | 2 | 211 | 294 |

DIG SAFE
BEFORE YOU DIG CALL 811 OR 1-888-DIG-SAFE 1-888-344-7233

GRAPHIC SCALE
30 0 15 30 60 120
( IN FEET )
1 inch = 30 ft.

ISSUED FOR REVIEW
07-27-2018

PROFESSIONAL ENGINEER FOR ALLEN & MAJOR ASSOCIATES, INC.

| REV | DATE | DESCRIPTION |
|---|---|---|
| | | |

APPLICANT\OWNER:
35 RIVER STREET, LLC
36 CABOT STREET
WOBURN, MA, 01801

PROJECT:
19-35 RIVER STREET
WINCHESTER, MA

| | | | |
|---|---|---|---|
| PROJECT NO. | 2459-01 | DATE: | XX-XX-XX |
| SCALE: | 1" = 30' | DWG. NAME: | C2459-01 |
| DESIGNED BY: | SJL/CMQ | CHECKED BY: | CMQ |

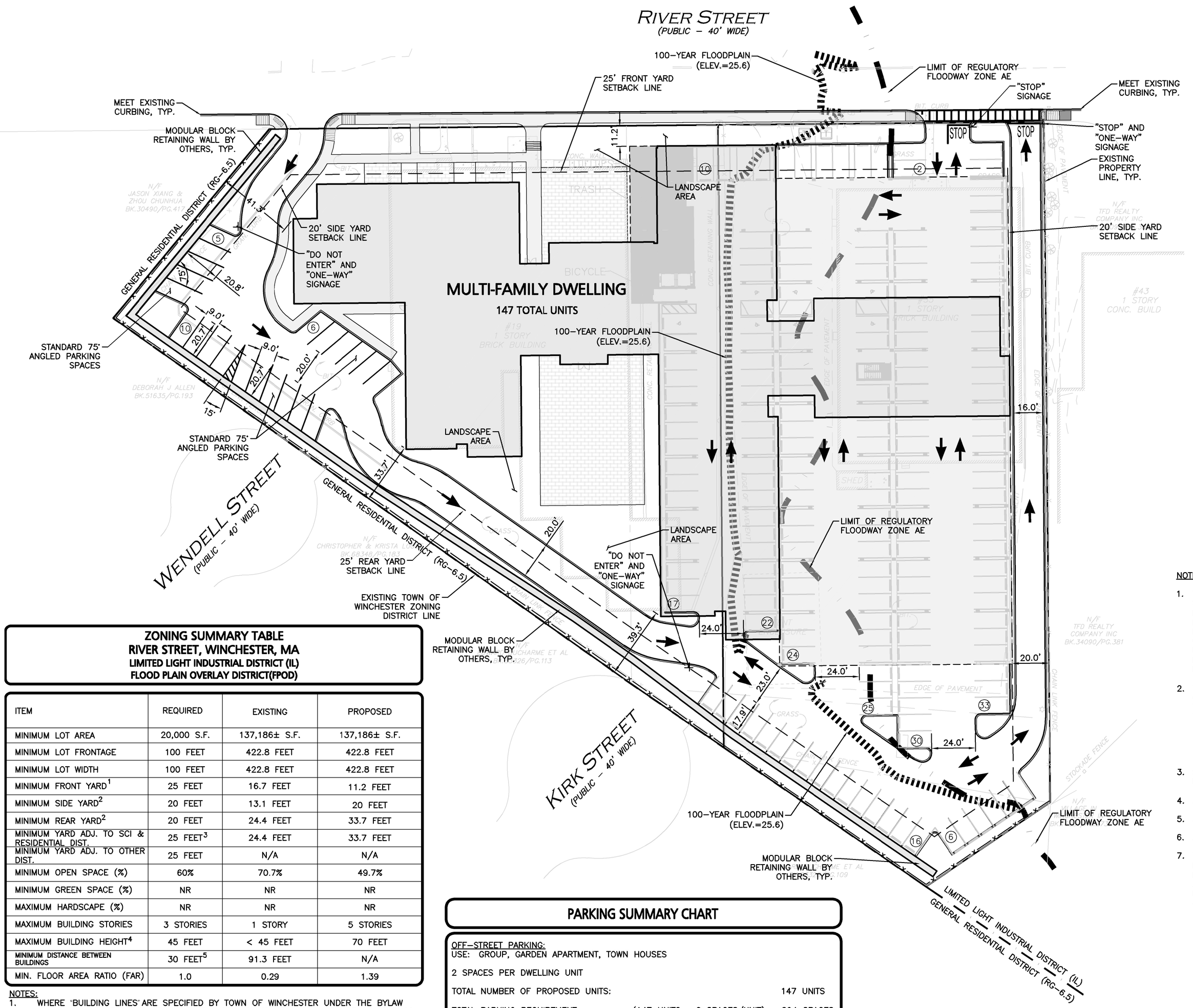
PREPARED BY:
ALLEN & MAJOR ASSOCIATES, INC.
civil & structural engineering ◆ land surveying
environmental consulting ◆ landscape architecture
www.allenmajor.com
100 COMMERCE WAY, SUITE 5
WOBURN MA 01801
TEL: (781) 935-6889
FAX: (781) 935-2896
WOBURN, MA ◆ LAKEVILLE, MA ◆ MANCHESTER, NH

THIS DRAWING HAS BEEN PREPARED IN ELECTRONIC FORMAT. CLIENT/CLIENT'S REPRESENTATIVE OR CONSULTANT MAY BE PROVIDED COPIES OF DRAWINGS AND SPECIFICATIONS ON MAGNETIC MEDIA FOR HIS/HER INFORMATION AND USE FOR SPECIFIC APPLICATION TO THIS PROJECT. DUE TO THE POTENTIAL THAT THE MAGNETIC INFORMATION MAY BE MODIFIED UNINTENTIONALLY OR OTHERWISE, ALLEN & MAJOR ASSOCIATES, INC. MAY REMOVE ALL INDICATION OF THE DOCUMENT'S AUTHORSHIP ON THE MAGNETIC MEDIA. PRINTED REPRESENTATIONS OF THE DRAWINGS AND SPECIFICATIONS ISSUED SHALL BE THE ONLY RECORD COPIES OF ALLEN & MAJOR ASSOCIATES, INC.'S WORK PRODUCT.

DRAWING TITLE: LAYOUT & MATERIALS PLAN
SHEET No. C-102

Copyright©2018 Allen & Major Associates, Inc.
All Rights Reserved.

N:\PROJECTS\2459-01\CIVIL\DRAWINGS\CURRENT\C-2459-01_LAYOUT & MATERIALS.DWG




## LEGEND

| | |
|---|---|
| PROPERTY LINE | |
| SIGN | |
| BOLLARD | |
| BUILDING | |
| BUILDING ARCHITECTURE | |
| BUILDING INTERIOR WALLS | |
| CURB | |
| RETAINING WALL | |
| PARKING STRIPING | < 9° |
| ROADWAY STRIPING | |
| TRAFFIC ARROWS | |
| HEAVY DUTY CONCRETE | |
| SIDEWALK | |
| BRICK SIDEWALK | |
| ADA ACCESSIBLE RAMP | |
| ADA DET. WARNING SURFACE | |
| SETBACK LINE | |
| BASELINE | |
| SAW-CUT LINE | |
| PARKING COUNT | 10 |
| TRANSFORMER | T |
| CHAIN LINK FENCE | —x—x— |

NOTES:

1. THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR IT'S REPRESENTATIVE. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK, AND AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.
2. THE CONTRACTOR SHALL CONTACT "DIGSAFE" AND THE TOWN OF WINCHESTER DEPARTMENT OF PUBLIC WORKS AT LEAST 72 HOURS PRIOR TO ANY EXCAVATION WORK TO REQUEST THE LOCATION OF THE EXISTING UTILITIES.

   DIGSAFE: 1-800-344-7233
   WINCHESTER DEPT. OF PUBLIC WORKS: (781) 721-7100
3. SEE THE ABBREVIATIONS AND NOTES PLAN AND DETAILS FOR FURTHER INFORMATION.
4. ALL CURBING RADII SHALL BE 3' UNLESS OTHERWISE NOTED.
5. ALL ADA CURB CUT RAMPS ARE TO BE CONCRETE.
6. ALL ELEVATIONS REFER TO NAVD88 DATUM.
7. THE INFORMATION SHOWN ON THIS PLAN IS THE SOLE PROPERTY OF ALLEN & MAJOR ASSOCIATES, INC. IT'S INTENDED USE IS TO PROVIDE INFORMATION. ANY ALTERATION, MISUSE, OR RECALCULATION OF INFORMATION OR DATA WITHOUT THE EXPRESSED, WRITTEN CONSENT OF ALLEN & MAJOR ASSOCIATES, INC. IS STRICTLY PROHIBITED.

## ZONING SUMMARY TABLE
### RIVER STREET, WINCHESTER, MA
### LIMITED LIGHT INDUSTRIAL DISTRICT (IL)
### FLOOD PLAIN OVERLAY DISTRICT(FPOD)

| ITEM | REQUIRED | EXISTING | PROPOSED |
|---|---|---|---|
| MINIMUM LOT AREA | 20,000 S.F. | 137,186± S.F. | 137,186± S.F. |
| MINIMUM LOT FRONTAGE | 100 FEET | 422.8 FEET | 422.8 FEET |
| MINIMUM LOT WIDTH | 100 FEET | 422.8 FEET | 422.8 FEET |
| MINIMUM FRONT YARD[1] | 25 FEET | 16.7 FEET | 11.2 FEET |
| MINIMUM SIDE YARD[2] | 20 FEET | 13.1 FEET | 20 FEET |
| MINIMUM REAR YARD[2] | 20 FEET | 24.4 FEET | 33.7 FEET |
| MINIMUM YARD ADJ. TO SCI & RESIDENTIAL DIST. | 25 FEET[3] | 24.4 FEET | 33.7 FEET |
| MINIMUM YARD ADJ. TO OTHER DIST. | 25 FEET | N/A | N/A |
| MINIMUM OPEN SPACE (%) | 60% | 70.7% | 49.7% |
| MINIMUM GREEN SPACE (%) | NR | NR | NR |
| MAXIMUM HARDSCAPE (%) | NR | NR | NR |
| MAXIMUM BUILDING STORIES | 3 STORIES | 1 STORY | 5 STORIES |
| MAXIMUM BUILDING HEIGHT[4] | 45 FEET | < 45 FEET | 70 FEET |
| MINIMUM DISTANCE BETWEEN BUILDINGS | 30 FEET[5] | 91.3 FEET | N/A |
| MIN. FLOOR AREA RATIO (FAR) | 1.0 | 0.29 | 1.39 |

NOTES:

1. WHERE 'BUILDING LINES' ARE SPECIFIED BY TOWN OF WINCHESTER UNDER THE BYLAW "BUILDING LINES ESTABLISHED UNDER THE PROVISIONS OF SECTION 37 OF CHAPTER 82 OF THE GENERAL LAWS PRIOR TO JULY 1, 1953" NO BUILDING SHALL BE CLOSER TO THE STREET THAN SUCH BUILDING LINE DISTANCE OR AS SPECIFIED BY THE MINIMUM FRONT YARD REQUIREMENT CONTAINED HEREIN, WHICHEVER IS MORE RESTRICTIVE.
2. FOR USES PERMITTED UNDER SPECIAL PERMITS, INCREASE THE REQUIRED REAR AND SIDE YARD REQUIREMENTS BY FIVE (5) FEET.
3. THE 25-FOOT MINIMUM YARD REQUIREMENT SHALL BE KEPT IN ITS NATURAL STATE WHERE WOODED, AND, WHEN ITS NATURAL VEGETATION IS SPARSE OR NONEXISTENT, A YEAR-ROUND VISUAL SCREEN SHALL BE REQUIRED. NO PRINCIPAL OR ACCESSORY STRUCTURE, NOR ANY OFF-STREET PARKING, DRIVEWAYS, LOADING AREAS OR OTHER USE SHALL BE PERMITTED IN THE BUFFER AREA.
4. DOES NOT APPLY TO CHIMNEY, VENTILATORS AND OTHER STRUCTURAL FEATURES USUALLY CARRIED ABOVE ROOFS, NOT TO DOMES, TOWERS OR SPIRES OF BUILDINGS PROVIDED SUCH FEATURES ARE IN NO WAY USED FOR LIVING PURPOSES. MAXIMUM HEIGHT, EXCEPT FOR CHURCH SPIRES OR DOMES, SHALL NOT EXCEED 15 FEET ABOVE THE HEIGHT PERMITTED IN THE DISTRICT. SEE LOCAL BYLAW DEFINITION – "HEIGHT OF A BUILDING."
5. BUILDINGS SHALL BE SURROUNDED BY FIRE LANES. (SEE LOCAL BYLAW DEFINITIONS.)

## PARKING SUMMARY CHART

OFF-STREET PARKING:
USE: GROUP, GARDEN APARTMENT, TOWN HOUSES

2 SPACES PER DWELLING UNIT

TOTAL NUMBER OF PROPOSED UNITS: 147 UNITS

TOTAL PARKING REQUIREMENT: (147 UNITS x 2 SPACES/UNIT)= 294 SPACES

ADA/ACCESSIBLE PARKING:
THERE ARE BETWEEN 201 TO 300 TOTAL PARKING STALLS REQUIRING 7 OF THEM BE ACCESSIBLE. 7 ADA ACCESSIBLE SPACES HAVE BEEN PROVIDED.

ADA REGULATIONS STATE THAT 1 OF EVERY 6 ADA SPACES SHALL BE VAN ACCESSIBLE; 2 OF THE ADA SPACES SHALL BE VAN ACCESSIBLE.

| STANDARD SPACES | COMPACT SPACES | ACCESSIBLE SPACES | TOTAL PROVIDED | TOTAL REQUIRED |
|---|---|---|---|---|
| 199 | 0 | 7 (6 VAN) | 206 | 294 |

GRAPHIC SCALE
30 0 15 30 60 120
( IN FEET )
1 inch = 30 ft.

DIG SAFE
BEFORE YOU DIG CALL 811 OR 1-888-DIG-SAFE 1-888-344-7233

N:\PROJECTS\2459-01\CIVIL\DRAWINGS\CURRENT\C-2459-01_LAYOUT & MATERIALS.DWG

ISSUED FOR REVIEW
08-13-2018

PROFESSIONAL ENGINEER FOR ALLEN & MAJOR ASSOCIATES, INC.

| REV | DATE | DESCRIPTION |
|---|---|---|

APPLICANT\OWNER:
35 RIVER STREET, LLC
36 CABOT STREET
WOBURN, MA, 01801

PROJECT:
19-35 RIVER STREET
WINCHESTER, MA

| | | | |
|---|---|---|---|
| PROJECT NO. | 2459-01 | DATE: | XX-XX-XX |
| SCALE: | 1" = 30' | DWG. NAME: | C2459-01 |
| DESIGNED BY: | SJL/CMQ | CHECKED BY: | CMQ |

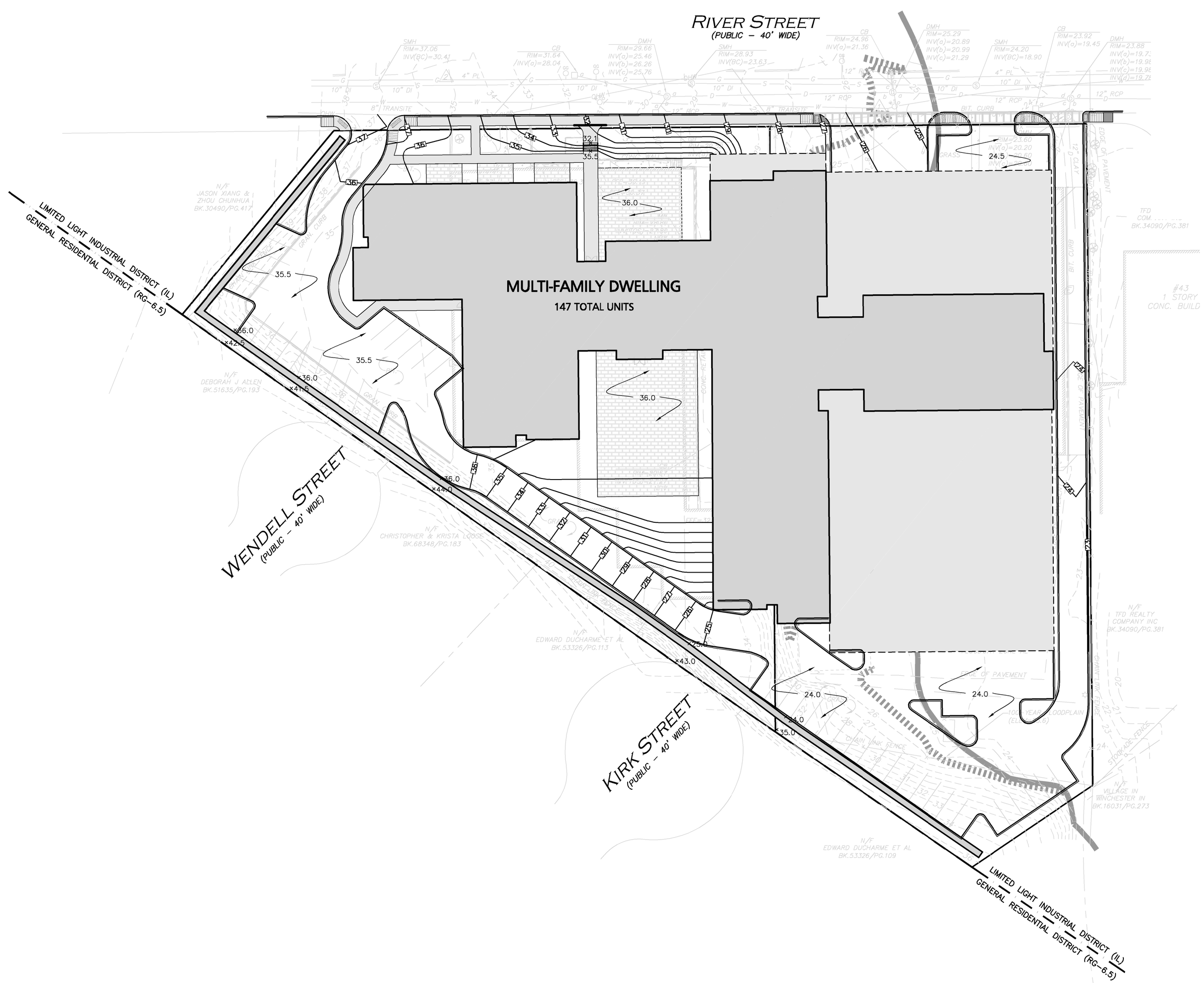
PREPARED BY:
ALLEN & MAJOR ASSOCIATES, INC.
civil & structural engineering ◆ land surveying
environmental consulting ◆ landscape architecture
www.allenmajor.com
100 COMMERCE WAY, SUITE 5
WOBURN MA 01801
TEL: (781) 935-6889
FAX: (781) 935-2896
WOBURN, MA ◆ LAKEVILLE, MA ◆ MANCHESTER, NH

THIS DRAWING HAS BEEN PREPARED IN ELECTRONIC FORMAT. CLIENT/CLIENT'S REPRESENTATIVE OR CONSULTANT MAY BE PROVIDED COPIES OF DRAWINGS AND SPECIFICATIONS ON MAGNETIC MEDIA FOR HIS/HER INFORMATION AND USE FOR SPECIFIC APPLICATION TO THIS PROJECT. DUE TO THE POTENTIAL THAT THE MAGNETIC INFORMATION MAY BE MODIFIED UNINTENTIONALLY OR OTHERWISE, ALLEN & MAJOR ASSOCIATES, INC. MAY REMOVE ALL INDICATION OF THE DOCUMENT'S AUTHORSHIP ON THE MAGNETIC MEDIA. PRINTED REPRESENTATIONS OF THE DRAWINGS AND SPECIFICATIONS ISSUED SHALL BE THE ONLY RECORD COPIES OF ALLEN & MAJOR ASSOCIATES, INC.'S WORK PRODUCT.

DRAWING TITLE: LAYOUT & MATERIALS PLAN

SHEET No. C-102

Copyright©2018 Allen & Major Associates, Inc.
All Rights Reserved




## LEGEND

| | |
|---|---|
| DRAIN MANHOLE | |
| CATCH BASIN | |
| CATCH BASIN – DOUBLE GRATE | |
| OUTLET CONTROL | |
| DIVERSION WEIR | |
| WATER QUALITY UNIT | WQ |
| AREA DRAIN | |
| FLARED END SECTION | |
| DRAIN LINE | |
| RIPRAP OUTFALL | |
| HEADWALL | |
| 10' CONTOUR | 150 |
| 2' CONTOUR | 128 |
| SPOT GRADE | ×128.00 |
| INFILTRATION SYSTEM | |
| INFILTRATION PIPE | |
| DETENTION PIPE | |
| UNDERDRAIN | UD |
| FLOW DIRECTION | |

NOTES:

1. THIS GRADING & DRAINAGE PLAN IS CONCEPTUAL IN NATURE. IT IS UNDERSTOOD THE DRAINAGE MAY BE REVISED AS THE PROJECT PROGRESSES.
2. THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR IT'S REPRESENTATIVE. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK, AND AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.
3. THE INFORMATION SHOWN ON THIS PLAN IS THE SOLE PROPERTY OF ALLEN & MAJOR ASSOCIATES, INC. IT'S INTENDED USE IS TO PROVIDE INFORMATION. ANY ALTERATION, MISUSE, OR RECALCULATION OF INFORMATION OR DATA WITHOUT THE EXPRESSED, WRITTEN CONSENT OF ALLEN & MAJOR ASSOCIATES, INC. IS STRICTLY PROHIBITED.
4. THE CONTRACTOR SHALL CONTACT "DIGSAFE" AND THE CITY OF WALTHAM DEPARTMENT OF PUBLIC WORKS AT LEAST 72 HOURS PRIOR TO ANY EXCAVATION WORK TO REQUEST THE LOCATION OF THE EXISTING UTILITIES.

   DIGSAFE: 1-800-344-7233
   WINCHESTER DEPT. OF PUBLIC WORKS: (781) 721-7100
5. SEE THE ABBREVIATIONS AND NOTES PLAN AND DETAILS FOR FURTHER INFORMATION.
6. ALL ELEVATIONS REFER TO NAVD88 DATUM.

DIG SAFE

BEFORE YOU DIG
CALL 811 OR
1-888-DIG-SAFE
1-888-344-7233

GRAPHIC SCALE

( IN FEET )
1 inch = ## ft.

N:\PROJECTS\2459-01\CIVIL\DRAWINGS\CURRENT\C-2459-01_GRADING & DRAINAGE.DWG

ISSUED FOR REVIEW
07-27-2018

PROFESSIONAL ENGINEER FOR
ALLEN & MAJOR ASSOCIATES, INC.

| REV | DATE | DESCRIPTION |
|---|---|---|
| | | |

APPLICANT\OWNER:
35 RIVER STREET, LLC
36 CABOT STREET
WOBURN, MA, 01801

PROJECT:
19-35 RIVER STREET
WINCHESTER, MA

| | | | |
|---|---|---|---|
| PROJECT NO. | 2459-01 | DATE: | XX-XX-XX |
| SCALE: | 1" = ##' | DWG. NAME: | C2459-01 |
| DESIGNED BY: | SJL/CMQ | CHECKED BY: | CMQ |

PREPARED BY:

ALLEN & MAJOR ASSOCIATES, INC.
civil & structural engineering ◆ land surveying
environmental consulting ◆ landscape architecture
www.allenmajor.com
100 COMMERCE WAY, SUITE 5
WOBURN MA 01801
TEL: (781) 535-6889
FAX: (781) 535-2896

WOBURN, MA ◆ LAKEVILLE, MA ◆ MANCHESTER, NH

THIS DRAWING HAS BEEN PREPARED IN ELECTRONIC FORMAT. CLIENT/CLIENT'S REPRESENTATIVE OR CONSULTANT MAY BE PROVIDED COPIES OF DRAWINGS AND SPECIFICATIONS ON MAGNETIC MEDIA FOR HIS/HER INFORMATION AND USE FOR SPECIFIC APPLICATION TO THIS PROJECT. DUE TO THE POTENTIAL THAT THE MAGNETIC INFORMATION MAY BE MODIFIED UNINTENTIONALLY OR OTHERWISE, ALLEN & MAJOR ASSOCIATES, INC. MAY REMOVE ALL INDICATION OF THE DOCUMENT'S AUTHORSHIP ON THE MAGNETIC MEDIA. PRINTED REPRESENTATIONS OF THE DRAWINGS AND SPECIFICATIONS ISSUED SHALL BE THE ONLY RECORD COPIES OF ALLEN & MAJOR ASSOCIATES, INC.'S WORK PRODUCT.

DRAWING TITLE:
GRADING & DRAINAGE PLAN

SHEET No.
C-103

Copyright©2018 Allen & Major Associates, Inc.
All Rights Reserved

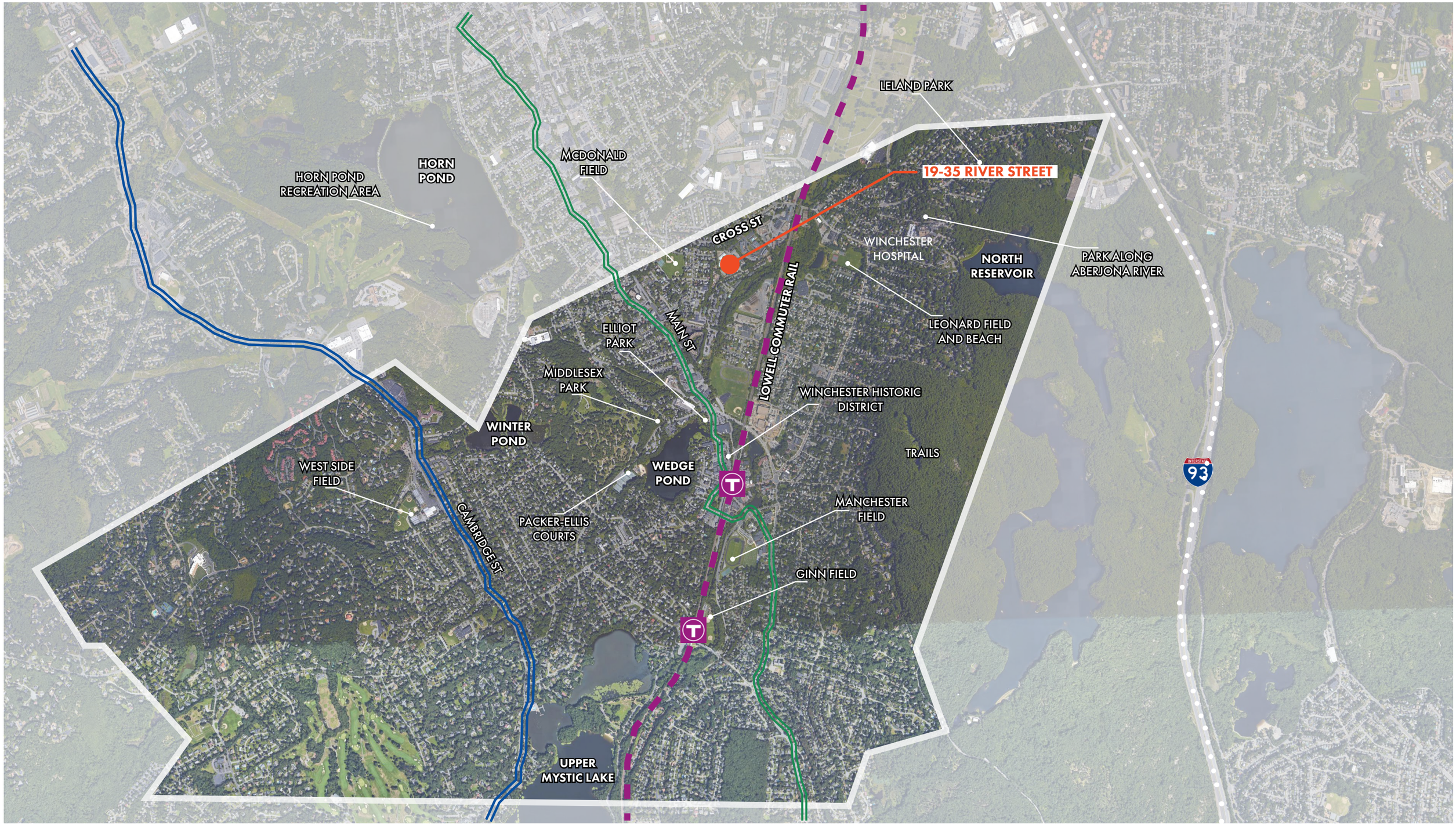
# 19-35 RIVER STREET

WINCHESTER, MA

JULY 2, 2018

EMBARC

TOWN CONTEXT | EMBARC


LELAND PARK
19-35 RIVER STREET
HORN POND
HORN POND RECREATION AREA
MCDONALD FIELD
CROSS ST
WINCHESTER HOSPITAL
NORTH RESERVOIR
PARK ALONG ABERJONA RIVER
LOWELL COMMUTER RAIL
MAIN ST
ELLIOT PARK
LEONARD FIELD AND BEACH
MIDDLESEX PARK
WINCHESTER HISTORIC DISTRICT
WINTER POND
TRAILS
WEST SIDE FIELD
WEDGE POND
MANCHESTER FIELD
PACKER-ELLIS COURTS
CAMBRIDGE ST
GINN FIELD
UPPER MYSTIC LAKE
INTERSTATE 93

NEIGHBORHOOD SCALE AND MATERIAL CONTEXT | EMBARC

WHITE BLOCK
1880
LUCIA
RISTORANTE & BAR
NO PARKING HERE TO CORNER

WE HAVE
WHAT DAD
WANTS!!!

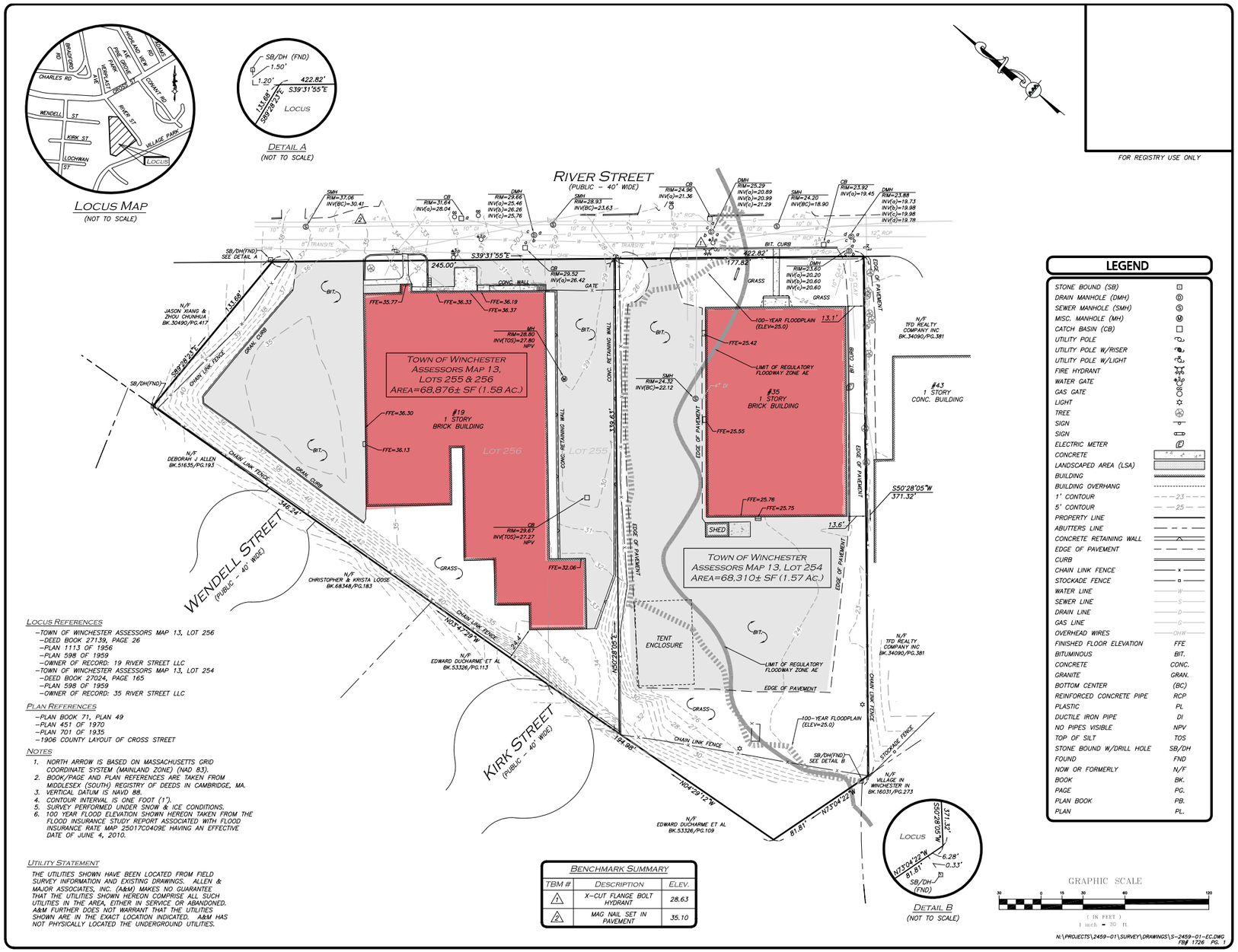
19-35 RIVER ST

- ZONING DISTRICT 1A

- TWO LOTS COMBINED AT 137,186 SF

- PREVIOUS USE AS LIGHT INDUSTRIAL

NEIGHBORHOOD CONTEXT AERIAL | EMBARC




FOR REGISTRY USE ONLY

## LEGEND

| | |
|---|---|
| STONE BOUND (SB) | |
| DRAIN MANHOLE (DMH) | |
| SEWER MANHOLE (SMH) | |
| MISC. MANHOLE (MH) | |
| CATCH BASIN (CB) | |
| UTILITY POLE | |
| UTILITY POLE W/RISER | |
| UTILITY POLE W/LIGHT | |
| FIRE HYDRANT | |
| WATER GATE | |
| GAS GATE | |
| LIGHT | |
| TREE | |
| SIGN | |
| SIGN | |
| ELECTRIC METER | |
| CONCRETE | |
| LANDSCAPED AREA (LSA) | |
| BUILDING | |
| BUILDING OVERHANG | |
| 1' CONTOUR | 23 |
| 5' CONTOUR | 25 |
| PROPERTY LINE | |
| ABUTTERS LINE | |
| CONCRETE RETAINING WALL | |
| EDGE OF PAVEMENT | |
| CURB | |
| CHAIN LINK FENCE | x |
| STOCKADE FENCE | |
| WATER LINE | W |
| SEWER LINE | S |
| DRAIN LINE | D |
| GAS LINE | G |
| OVERHEAD WIRES | OHW |
| FINISHED FLOOR ELEVATION | FFE |
| BITUMINOUS | BIT. |
| CONCRETE | CONC. |
| GRANITE | GRAN. |
| BOTTOM CENTER | (BC) |
| REINFORCED CONCRETE PIPE | RCP |
| PLASTIC | PL |
| DUCTILE IRON PIPE | DI |
| NO PIPES VISIBLE | NPV |
| TOP OF SILT | TOS |
| STONE BOUND W/DRILL HOLE | SB/DH |
| FOUND | FND |
| NOW OR FORMERLY | N/F |
| BOOK | BK. |
| PAGE | PG. |
| PLAN BOOK | PB. |
| PLAN | PL. |

### LOCUS REFERENCES

- TOWN OF WINCHESTER ASSESSORS MAP 13, LOT 256
  - DEED BOOK 27139, PAGE 26
  - PLAN 1113 OF 1956
  - PLAN 598 OF 1959
  - OWNER OF RECORD: 19 RIVER STREET LLC
- TOWN OF WINCHESTER ASSESSORS MAP 13, LOT 254
  - DEED BOOK 27024, PAGE 165
  - PLAN 598 OF 1959
  - OWNER OF RECORD: 35 RIVER STREET LLC

### PLAN REFERENCES

- PLAN BOOK 71, PLAN 49
- PLAN 451 OF 1970
- PLAN 701 OF 1935
- 1906 COUNTY LAYOUT OF CROSS STREET

### NOTES

1. NORTH ARROW IS BASED ON MASSACHUSETTS GRID COORDINATE SYSTEM (MAINLAND ZONE) (NAD 83).
2. BOOK/PAGE AND PLAN REFERENCES ARE TAKEN FROM MIDDLESEX (SOUTH) REGISTRY OF DEEDS IN CAMBRIDGE, MA.
3. VERTICAL DATUM IS NAVD 88.
4. CONTOUR INTERVAL IS ONE FOOT (1').
5. SURVEY PERFORMED UNDER SNOW & ICE CONDITIONS.
6. 100 YEAR FLOOD ELEVATION SHOWN HEREON TAKEN FROM THE FLOOD INSURANCE STUDY REPORT ASSOCIATED WITH FLOOD INSURANCE RATE MAP 25017C0409E HAVING AN EFFECTIVE DATE OF JUNE 4, 2010.

### UTILITY STATEMENT

THE UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND EXISTING DRAWINGS. ALLEN & MAJOR ASSOCIATES, INC. (A&M) MAKES NO GUARANTEE THAT THE UTILITIES SHOWN HEREON COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. A&M FURTHER DOES NOT WARRANT THAT THE UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED. A&M HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES.

### BENCHMARK SUMMARY

| TBM # | DESCRIPTION | ELEV. |
|---|---|---|
| 1 | X-CUT FLANGE BOLT HYDRANT | 28.63 |
| 2 | MAG NAIL SET IN PAVEMENT | 35.10 |

WE HEREBY CERTIFY THAT:

THIS PLAN IS THE RESULT OF AN ACTUAL ON THE GROUND SURVEY PERFORMED ON OR BETWEEN MARCH 7, 2018 AND MARCH 23, 2018.

THIS PLAN WAS PREPARED IN ACCORDANCE WITH THE RULES AND REGULATIONS OF THE REGISTERS OF DEEDS DATED JANUARY 1, 1976 AND REVISED JANUARY 12, 1988.

ACCORDING TO DEEDS AND PLANS OF RECORD, THE PROPERTY LINES SHOWN ON THIS PLAN ARE THE LINES DIVIDING EXISTING OWNERSHIP, AND THE LINES OF THE STREETS OR WAYS SHOWN ARE THOSE OF PUBLIC OR PRIVATE STREETS AND WAYS ALREADY ESTABLISHED, AND THAT NO NEW LINES FOR THE DIVISION OF EXISTING OWNERSHIP OR FOR NEW WAYS ARE SHOWN.

THE ABOVE CERTIFICATION IS INTENDED TO MEET REGISTRY OF DEEDS REQUIREMENTS FOR THE RECORDING OF PLANS AND IS NOT A CERTIFICATION TO THE TITLE OR OWNERSHIP OF THE PROPERTY SHOWN. OWNERS OF ADJOINING PROPERTIES ARE SHOWN ACCORDING TO CURRENT TOWN OF WINCHESTER ASSESSOR'S INFORMATION.

THE ABOVE IS CERTIFIED TO THE BEST OF MY PROFESSIONAL KNOWLEDGE, INFORMATION AND BELIEF.

ALLEN & MAJOR ASSOCIATES, INC.

**ISSUED FOR REVIEW**
MARCH 30, 2018

PROFESSIONAL LAND SURVEYOR FOR
ALLEN & MAJOR ASSOCIATES, INC.

| REV | DATE | DESCRIPTION |
|---|---|---|
| | | |

APPLICANT\OWNER:
35 RIVER STREET, LLC
36 CABOT ROAD
WOBURN, MA 01801

PROJECT:
19-35 RIVER STREET
WINCHESTER, MA

| | | | |
|---|---|---|---|
| PROJECT NO. | 2459-01 | DATE: | 03/28/18 |
| SCALE: | 1" = 30' | DWG. NAME: | S-2459-01-EC |
| DRAFTED BY: | KAC | CHECKED BY: | COB/NIL |

PREPARED BY:

ALLEN & MAJOR ASSOCIATES, INC.
civil & structural engineering ◆ land surveying
environmental consulting ◆ landscape architecture
www.allenmajor.com
100 COMMERCE WAY
WOBURN MA 01801-8301
TEL: (781) 935-6889
FAX: (781) 935-2896
WOBURN, MA ◆ LAKEVILLE, MA ◆ MANCHESTER, NH

THIS DRAWING HAS BEEN PREPARED IN ELECTRONIC FORMAT. CLIENT/CLIENT'S REPRESENTATIVE OR CONSULTANT MAY BE PROVIDED COPIES OF DRAWINGS AND SPECIFICATIONS ON MAGNETIC MEDIA FOR HELPFUL INFORMATION AND USE FOR SPECIFIC APPLICATION TO THIS PROJECT. DUE TO THE POTENTIAL THAT THE MAGNETIC INFORMATION MAY BE MODIFIED UNINTENTIONALLY OR OTHERWISE, ALLEN & MAJOR ASSOCIATES, INC. MAY REMOVE ALL INDICATION OF THE DOCUMENT'S AUTHORSHIP ON THE MAGNETIC MEDIA. PRINTED REPRESENTATIONS OF THE DRAWINGS AND SPECIFICATIONS ISSUED SHALL BE THE ONLY RECORD COPIES OF ALLEN & MAJOR ASSOCIATES, INC.'S WORK PRODUCT.

DRAWING TITLE: EXISTING CONDITIONS

SHEET No. 1

Copyright©2018 Allen & Major Associates, Inc.
All Rights Reserved

## 19-35 RIVER ST

- ZONING DISTRICT 1A
- TWO LOTS COMBINED AT 137,186 SF
- PREVIOUS USE AS LIGHT INDUSTRIAL

EXISTING STRUCTURE

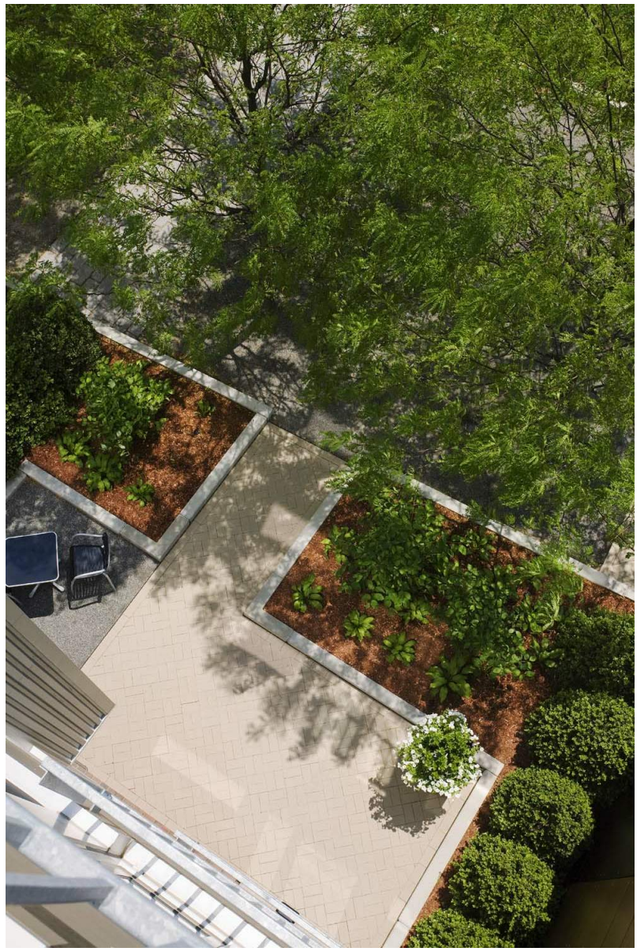
EXISTING SITE PAVING

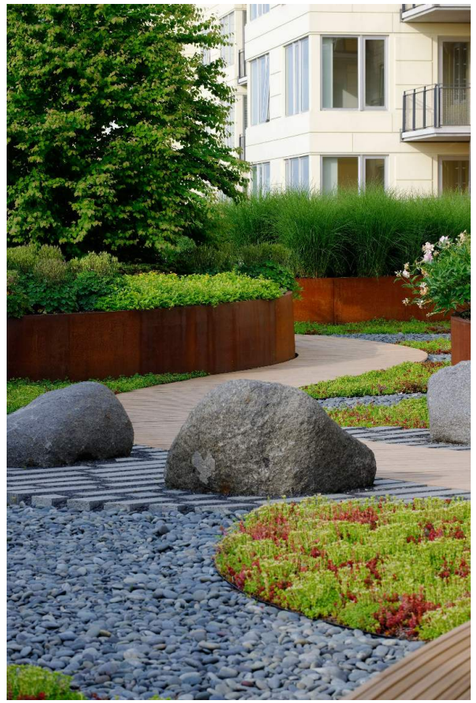
A. VIEW OF EXISTING SITE ON RIVER STREET, FACING SOUTH

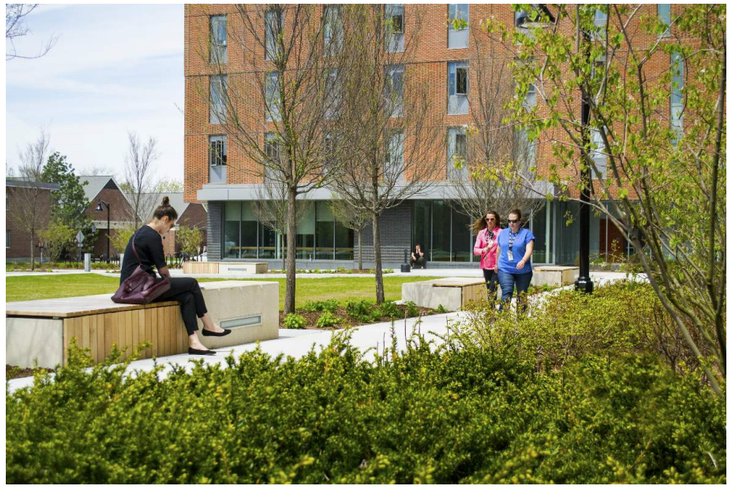
B. VIEW OF EXISTING SITE ON RIVER STREET, FACING NORTH

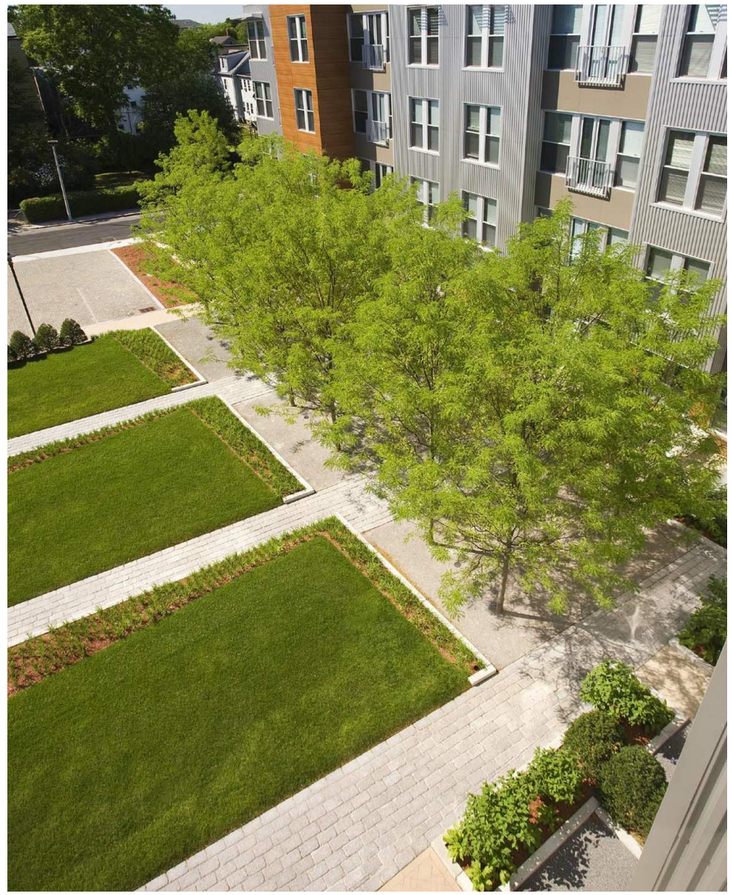
LL HAWKINS

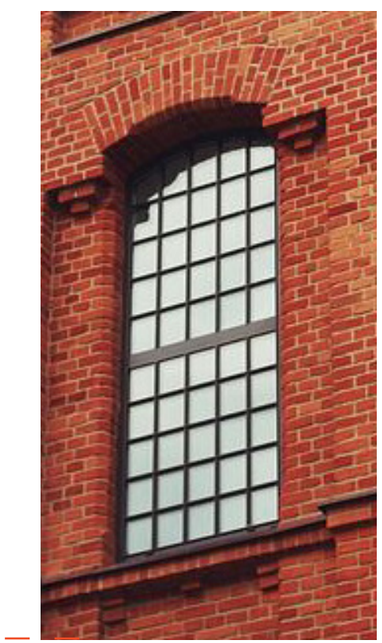
SIXTY BRAINERD ROAD
EDGE











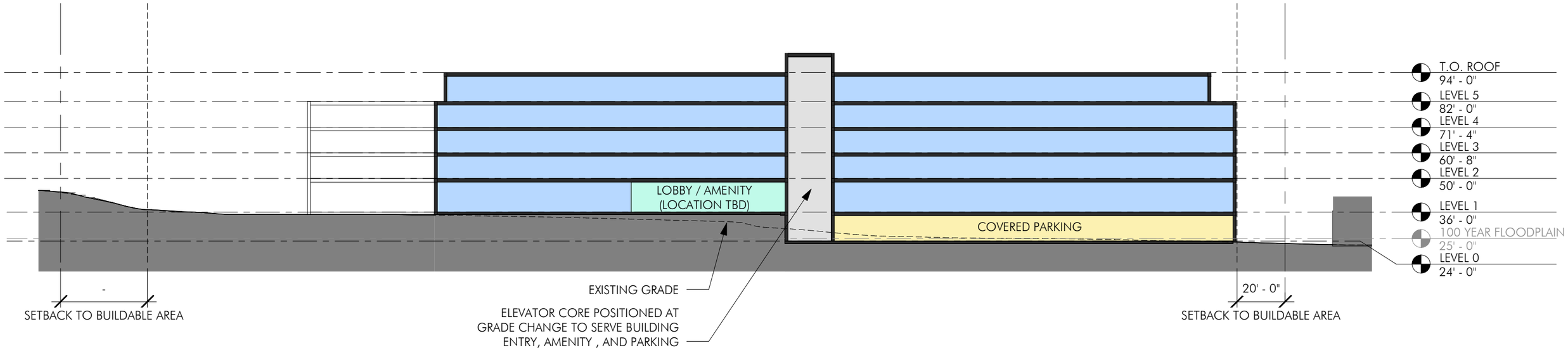
**THE MILL / LOFT BUILDING AS PRECEDENT**

Taking inspiration from a similarity in scale and setting.

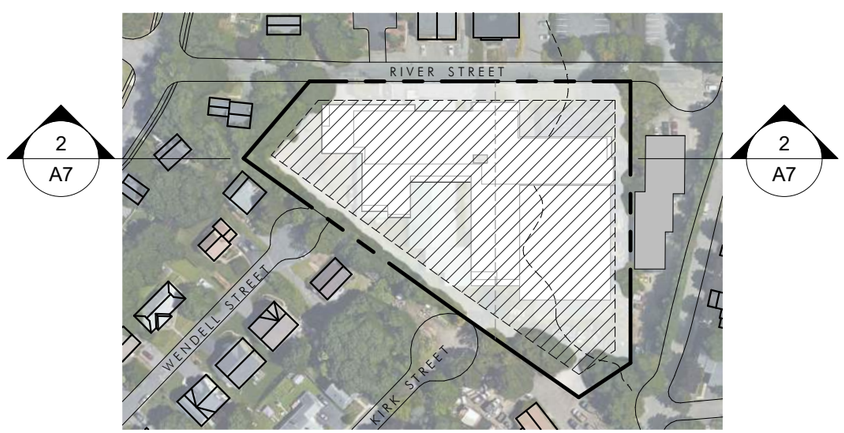
-Lasting materials

-Simple, coherent building form

-Open spaces formed by building masses with shared spaces connecting buildings




2 DIAGRAMMATIC SITE SECTION
1" = 40'-0"




1 SECTION KEY
1" = 200'-0"

**SITE STRATEGY**

Use existing cross slope on site to slip parking level below grade

Allow for open space above parking level.

Allow all habitable space above 100 year floodplain.

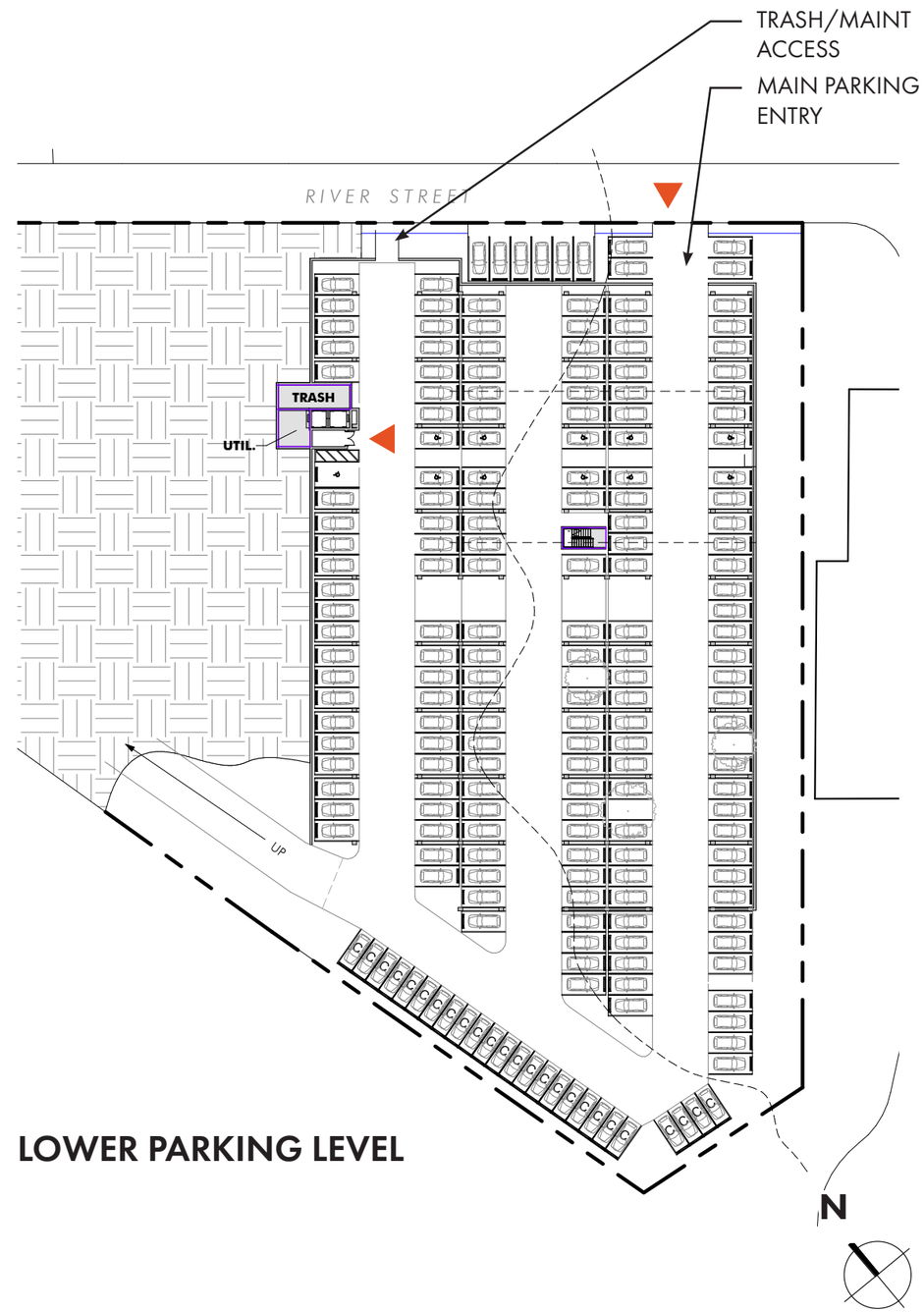
## PROPOSED SITE PLAN

**SITE PLAN KEY**

A - TOT LOT AREA
B - REAR COURTYARD
C - ENTRY COURTYARD
D - PRIVATE GROUND LEVEL DECK
E - PRIVATE GROUND LEVEL YARD
F - 5TH FLOOR PRIVATE ROOF DECK

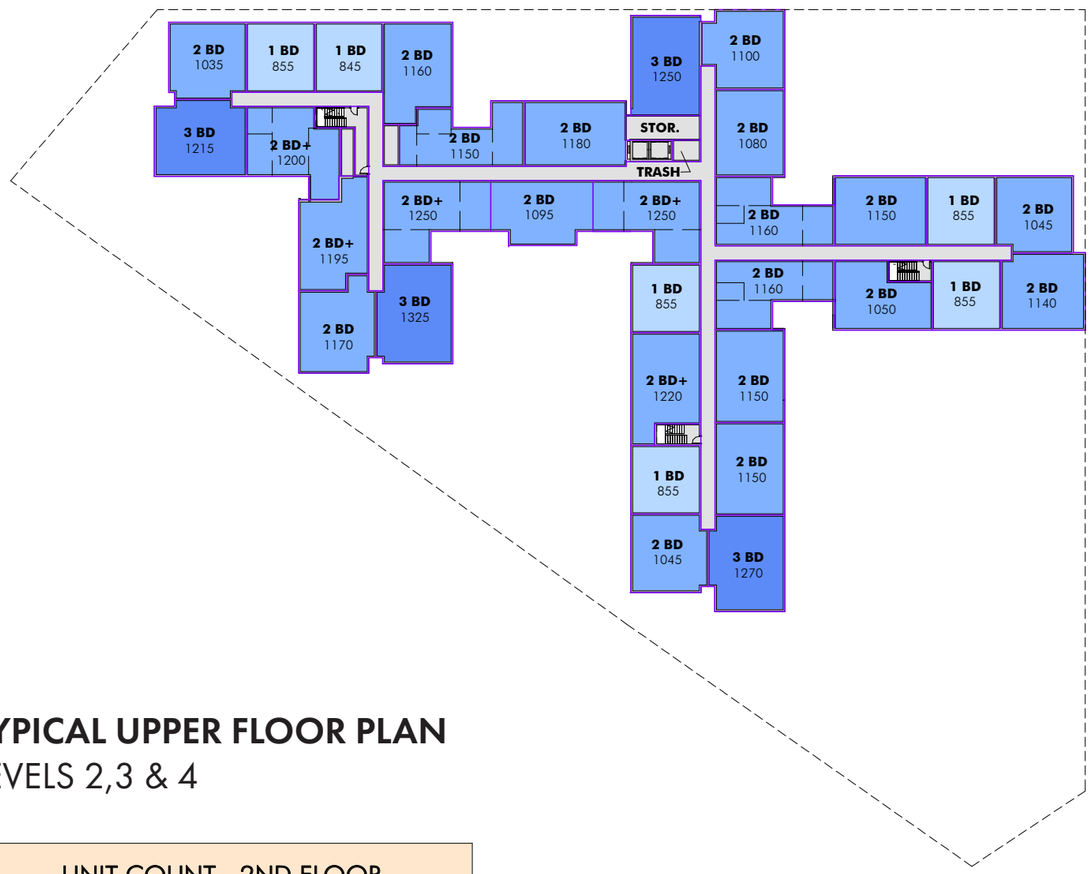
MAIN BUILDING ENTRY

**FIRST FLOOR PLAN**



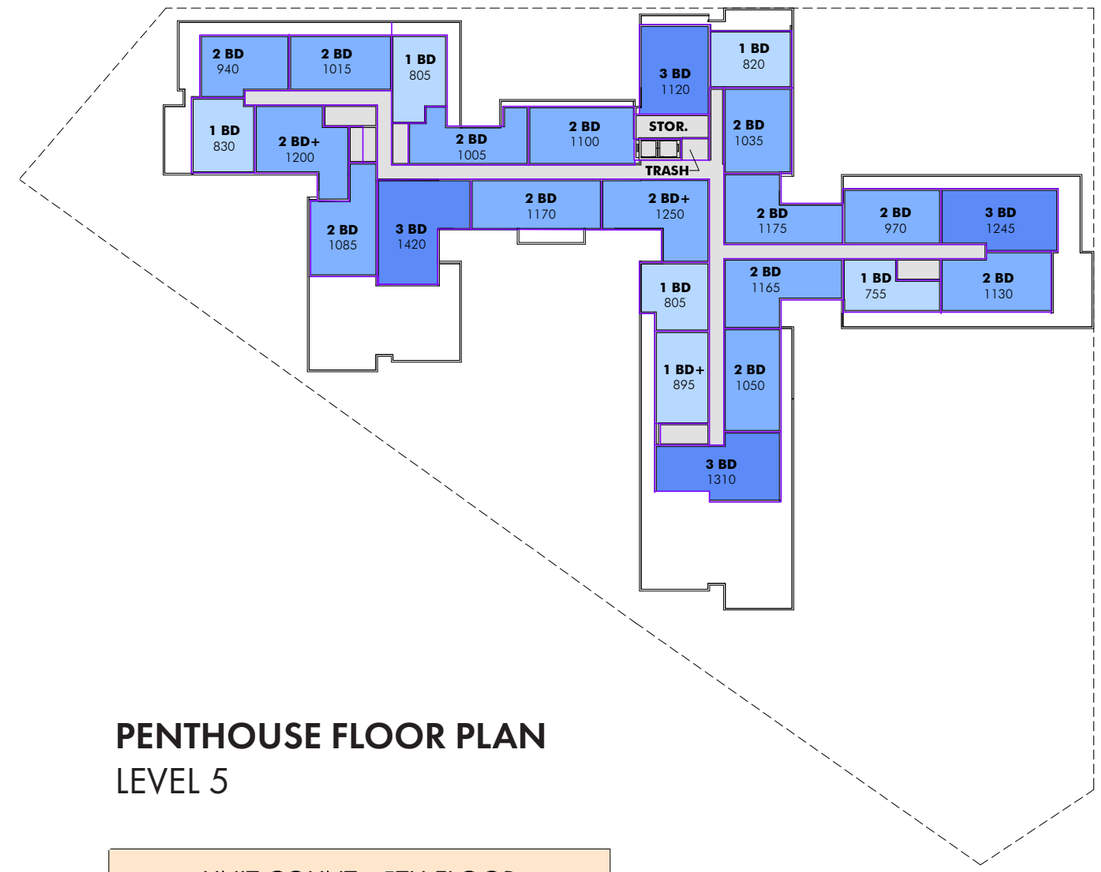

**LOWER PARKING LEVEL**

BUILDING PLANS - GROUND FLOOR AND PARKING LEVEL | EMBARC




## TYPICAL UPPER FLOOR PLAN
LEVELS 2,3 & 4

| UNIT COUNT - 2ND FLOOR | | |
|---|---|---|
| TYPE | COUNT | PERCENTAGE |
| 1 BD | 6 | 19% |
| 2 BD | 17 | 52% |
| 2 BD+ | 5 | 16% |
| 3 BD | 4 | 13% |
| TOTAL UNITS | 32 | |




## PENTHOUSE FLOOR PLAN
LEVEL 5

| UNIT COUNT - 5TH FLOOR | | |
|---|---|---|
| TYPE | COUNT | PERCENTAGE |
| 1 BD | 5 | 24% |
| 1 BD+ | 1 | 5% |
| 2 BD | 12 | 48% |
| 2 BD+ | 2 | 10% |
| 3 BD | 4 | 14% |
| TOTAL UNITS | 24 | |

N

FRONT AERIAL - FACING SOUTHWEST

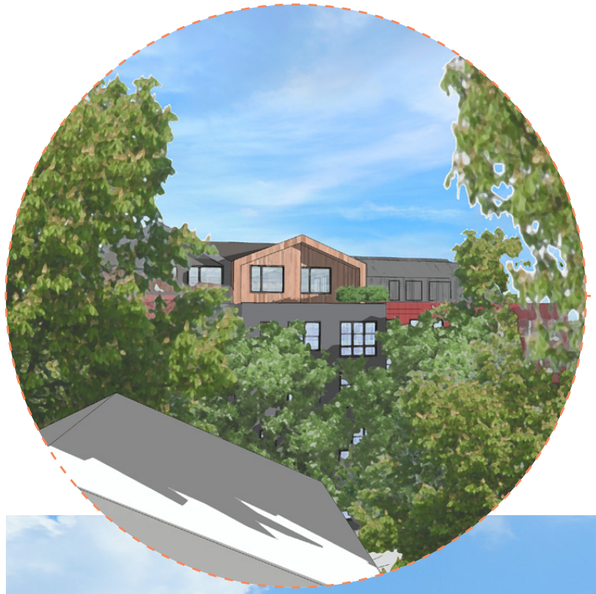
REAR AERIAL - FACING EAST

| RESIDENTIAL COMMON | |
|---|---|
| AREA TYPE | AREA |
| COMMON AMENITY | 4,232 SF |
| COMMON LOBBY | 2,637 SF |
| 01 - GRADE AT RES. ENTRY | 6,869 SF |
| TOTAL COMMON GSF | 6,869 SF |

| UNIT COUNT | | |
|---|---|---|
| TYPE | COUNT | PERCENTAGE |
| 1 BD | 30 | 21% |
| 1 BD+ | 2 | 1% |
| 2 BD | 77 | 51% |
| 2 BD+ | 18 | 13% |
| 3 BD | 20 | 13% |
| TOTAL UNITS | 147 | |

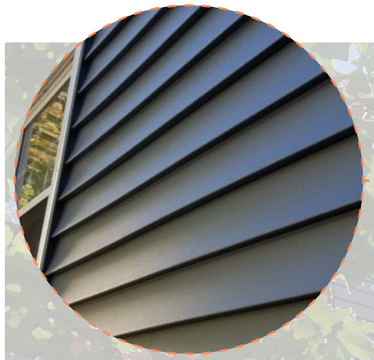
| COMMON | |
|---|---|
| AREA TYPE | AREA |
| CORE | 705 SF |
| 00 - GRADE AT PARKING | 705 SF |
| CORE | 3,441 SF |
| 01 - GRADE AT RES. ENTRY | 3,441 SF |
| CORE | 5,170 SF |
| 02 - SECOND FLOOR | 5,170 SF |
| CORE | 5,178 SF |
| 03 - THIRD FLOOR | 5,178 SF |
| CORE | 5,170 SF |
| 04 - FOURTH FLOOR | 5,170 SF |
| CORE | 4,484 SF |
| 05 - FIFTH FLOOR | 4,484 SF |
| TOTAL COMMON GSF | 24,147 SF |

| BUILDING GSF / FAR | | | |
|---|---|---|---|
| LEVEL | AREA | TOTAL SITE AREA | FAR |
| 00 - GRADE AT PARKING | 704.71 SF | 137,186 SF | 0.01 |
| 01 - GRADE AT RES. ENTRY | 38,988.04 SF | 137,186 SF | 0.28 |
| 02 - SECOND FLOOR | 40,543.21 SF | 137,186 SF | 0.30 |
| 03 - THIRD FLOOR | 40,543.21 SF | 137,186 SF | 0.30 |
| 04 - FOURTH FLOOR | 40,543.21 SF | 137,186 SF | 0.30 |
| 05 - FIFTH FLOOR | 29,843.20 SF | 137,186 SF | 0.22 |
| TOTAL BUILDING GSF | 191,165.58 SF | | 1.39 |



**BRING OUTDOOR SPACE UP**
5th floor penthouse units with private roof decks allow for small scale reading from adjacent residential neighborhoods

## FACADE MATERIALS

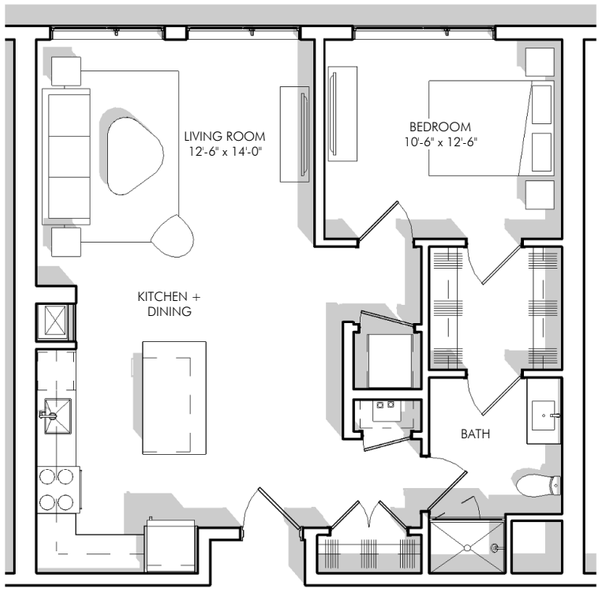


FIBER CEMENT CLAPBOARD

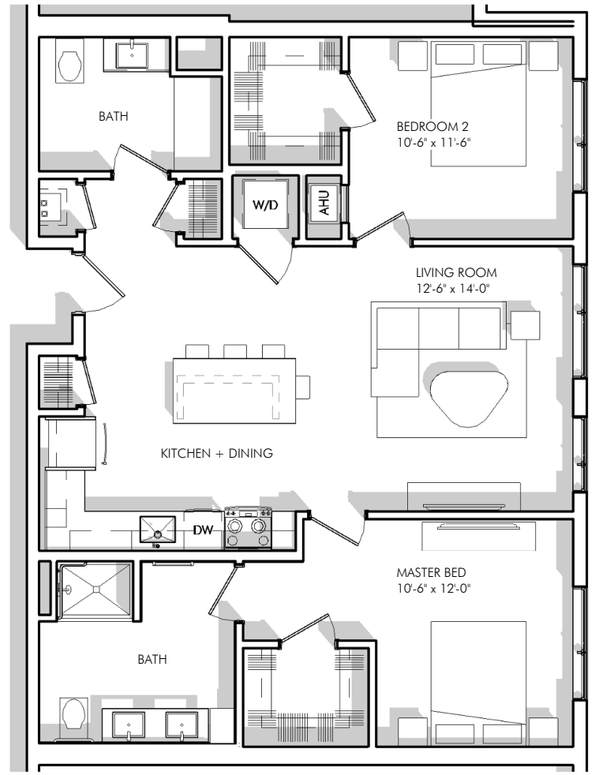
BRICK VENEER

CEDAR PLANK CLADDING AND ACCENTS

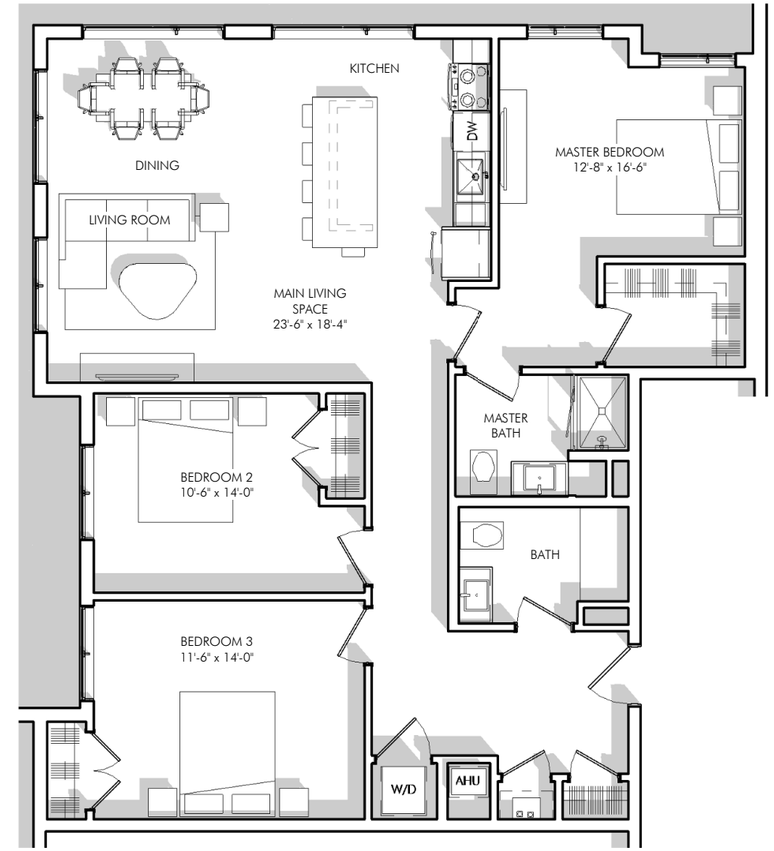
PERSPECTIVE AT BUILDING ENTRY ON RIVER STREET | EMBARC




**TYPICAL 1-BEDROOM UNIT** SHOWN AT 855 SF
1/8″=1′-0″




**TYPICAL 2-BEDROOM UNIT** SHOWN AT 1150 SF
1/8″=1′-0″




**TYPICAL 3-BEDROOM UNIT** SHOWN AT 1275 SF
1/8″=1′-0″

EMBARC STUDIO
ARCHITECTURE + DESIGN
EMBARCSTUDIO.COM | 60 K STREET - 3RD FLOOR - BOSTON MA 02127

19-35 River Street
Winchester, MA

PROJECT NARRATIVE

Located on River St. near the intersection of River and Cross St, the proposed building combines two existing lots, currently zoned as a Limited Light Industrial District. Currently existing on the site are two brick veneer clad buildings, a light industrial structure and a warehouse structure built in 1956 and 1959 respectively. The structures combine with extensive site paving to cover over 70% of the combined site area. The proposal will replace these structures with a single, 5-story multifamily residential building containing 147 apartment units and 211 surface level parking spaces.

The building location as well as the existing site topography serve to help hide surface parking spaces. Located uphill of the surface lot, the proposed building, as well as the planted amenity deck, will screen approximately 70% of the surface parking spaces. This configuration also ensures that all habitable levels of the building, and the majority of accessible open space, are lifted above the 100 year flood plain level.

The massing and exterior aesthetic of the building is conceptually reflective of a series of mill buildings, an architectural typography that is common to the region and contextually appropriate for a river side site with a history of light industrial use. The massing of the residential wings creates a series of linked exterior spaces that harmonize with the building program and site circulation. The

building is allowed to read as simple, coherent masses with calming and regular fenestration rhythms. The top story of the building is conceptualized as a penthouse level, with pitched roofs to reflect adjacent residential context that overlooks the site. This story is set back from the story below, and is pulled away from adjacent residential districts, to give the appearance of a four story building.

The ground floor of the building has been designed to include a central lobby and amenity area of approximately 6800 sf that has direct access to large accessible open spaces in the front and the rear of the site. A range of apartment unit sizes and types are located on all five levels of the building. The units are designed to provide layouts that promote open kitchen/living/dining spaces, with comfortably sized bedrooms, bathrooms, laundry, storage areas and private balconies. All units will have washer and dryer units, along with individual heating and cooling systems. Specific attention will be placed on making this a "sustainable" project, carefully selecting products from appliances through building components to achieve this level of sustainability.



embarc studio architecture + design | 60 K Street - 3rd Floor - Boston MA 02127 | 617.766.8330 |
www.embarcstudio.com

**Waiver Requests as of March 2019**

Through a Comprehensive Permit, the Winchester Board of Appeals has the authority under M.G.L. Chapter 40B and its implementing regulations to waive requirements of local bylaws; further, the Board of Appeals can act on behalf of any local permitting authority through the Comprehensive Permit process. The project plans reflect an attempt to minimize the number of waivers requested and we believe reflects a plan that is contextually appropriate on several different levels. Please find a revised table of the waivers necessary to permit the proposed project. This document and waivers shown on the Comprehensive Permit Plans revised through 8/7/2018 supersede all prior waiver requests.

| **WAIVERS FROM ZONING BYLAW OF THE TOWN OF WINCHESTER** | | |
|---|---|---|
| **LOCAL REGULATION** | **REQUIREMENT** | **PROPOSED** |
| **1. Section 3.1 -** Table of Use Regulations<br>• Apartment House | Use(s) not allowed in the Limited Light Industrial (IL) Districts | Waiver granted to allow the Multifamily Dwelling, Accessory Uses, and Semipublic Outdoor Recreational Facility in Commercial District. |
| **2. Section 4.1.1 Table of Dimensional Requirements**<br>• Minimum Front Yard<br>• Minimum Percentage (%) Open Space<br>• Maximum Building Height (stories)<br>• Maximum Building Height (feet) | Dimensional Requirements in the IL District. | Waiver granted for Dimension regulations to allow less than Minimum Front Yard, and Minimum % Open Space and greater than Maximum Height (stories), and Maximum Height (feet). |
| **3. Section 4.2.1 Floor Area Ratio**<br>• Maximum Floor Area Ratio (1.0) for the IL District | The maximum Floor Area Ratio (FAR) is computed by dividing the total floor area, based on the outside dimensions at each story, of all buildings on the lot by the total area of the lot. | Waiver granted to allow a FAR greater than the maximum allowed in an IL District. |
| **4. Section 5.1.3 –** Table of Off-Street Parking Requirements<br>• Mid-rise Apartments | Mid-rise Apartments are required to provide 2 parking spaces per dwelling unit. | Waiver granted to allow Mid-rise Apartments a parking ratio of less than 2 parking stalls per Dwelling unit. |
| **5. Section 5.1.6. –** Design of All Off-Street Parking Facilities<br>• Minimum Parking Stall Depth<br>• Minimum width of aisles | Stall depth shall be at least 19 feet for all angled parking and minimum aisle width providing access to parking stalls for two-way traffic shall be 24'. | Waiver granted to allow a stall depth of less than 19' for all angles parking and aisles widths less than 24' for aisles providing access to stalls for two-way traffic. |
| **6. Section 5.1.9 Drainage of Parking Lots**<br>• Interior Parking Landscaping | At least two percent (2%) of the interior of a parking lot with 21 or more parking spaces shall be planted and continuously maintained. | Waiver granted to allow a parking lot interior areas to less than 2% planted. |

| WAIVERS FROM ZONING BYLAW OF THE TOWN OF WINCHESTER (CONT.) | | |
|---|---|---|
| **7. Section 5.2.2 Required Facilities**<br>• Loading Bays required for New Structures | Off-street Loading facilities shall be provided. | Waiver granted requiring Loading facilities to be provided.<br><br>It is noted that this section does not illustrate how many loading facilities would be required for this use, if required at all. |
| **8. Section 6.3 Earth Removal**<br>• Removal of soils or earth products from the premises | Removal from the premises of sod, loam or soil and the removal of all other earth products is prohibited except under a special permit for an exception by the Board of Appeals. | Wavier granted for a Special Permit form the Board of Appeals to allowing soils and other earth products form eth premises. |

| WAIVERS FROM RULES AND REGULATIONS REGARDING THE USE OF PUBLIC SEWERS AND STORM DRAINS IN THE TOWN OF WINCHESTER, MA | | |
|---|---|---|
| **LOCAL REGULATION** | **REQUIREMENT** | **PROPOSED** |
| **9. Chapter 6.2:** Stormwater Management<br>• Requirements from Local Subdivision Rules and Regulations | For subdivision applications and site plan reviews, plans showing proposed grading and drainage and drainage calculations shall be provided in accordance with the "Rules and Regulations Governing Subdivision of Land in the Town of Winchester, MA" and the "Site Plan Review Manual", respectfully and any additional requirements of the Town Engineer. | Waiver granted for all local stormwater requirements and to allow stormwater regulations and standards developed by MassDEP to be implemented. Stormwater system will conform to MassDEP Standards. |
| **10. Chapter 6.3:** Stormwater Management<br>• Post-development discharge volumes do not exceed pre-development volumes. | For all new and redevelopment projects involving new subdivision or site plans. Stormwater management systems must, at a minimum, be designed such that post-development discharge volumes do not exceed pre-development volumes. | Waiver granted for all local stormwater requirements and to allow stormwater regulations and standards developed by MassDEP to be implemented. Stormwater system will conform to MassDEP Standards. |

By requesting the foregoing waivers from local bylaws and regulations, it is the intention of the Applicant to request a Comprehensive Permit to permit construction of the Project as shown on the Plan. If, in reviewing the Applicant's building permit application(s), the Building Commissioner determines that any additional waiver from local bylaws or regulations is necessary to permit construction to proceed as shown on the Plan, the Applicant requests that the Building Commissioner proceed as follows: The Applicant shall be informed of any additional waiver required and (a) any matter determined by the Building Commissioner to be of a de minimus nature shall be deemed within the scope of the waivers granted by the Comprehensive Permit; or (b) for any matter determined by the Building Commissioner not of a de minimus nature, including but not limited to potential adverse impacts on public health, safety, welfare or the environment, Applicant may submit a request to the Board for a determination under 760 CMR 56.05(11).

# PURCHASE AND SALE AGREEMENT

This Agreement is executed as of the 15th day of January 2019, by and between 35 River Street, LLC, a Massachusetts limited liability company and 19 River Street, LLC a Massachusetts limited liability company both having an address of 36 Cabot Road, Suite 2 Woburn, Massachusetts 01833 (both hereinafter referred to as "Seller"), and SLV River Street, LLC a Massachusetts limited liability company having an address of c/o SEB, LLC 257 Hillside Avenue, Needham, MA 02494 (hereinafter referred to as "Buyer").

1. Buy and Sell Agreement. Subject to and upon the terms and conditions hereinafter set forth, Seller agrees to sell and Buyer agrees to buy, the Premises described below.

2. Description of Premises. The premises to be conveyed by Seller to Buyer hereunder shall include the following (the "Premises"):

   The land located in Winchester, Massachusetts known as 19 River Street and 35 River Street. For Seller's title see deed to Seller dated January 29, 1997 recorded with Middlesex South Registry of Deeds in Book 27024, Page 165 and deed to Seller dated March 17, 1997 recorded with Middlesex South Registry of Deeds in Book 27139, Page 027 (the "Real Property" or "Premises").

3. Title Deed. The Premises are to be conveyed by a good and sufficient quitclaim deed running to the Buyer, or in Buyer's sole discretion without the consent of the Seller to the nominee or assignee designated by the Buyer by written notice to the Seller at least five (5) days prior to the Closing Date (as that term is hereinafter defined), whereby the principals of the Buyer shall have an interest in any such nominee or assignee and said deed shall convey good and clear record and marketable title thereto, free from encumbrances, except

   (a) Provisions of existing building, environmental and zoning laws and regulations;

   (b) Any liens for municipal betterments assessed after the date of this agreement; and

   (c) Such easements, restrictions, covenants and agreements of record as Buyer has accepted or shall be deemed to have accepted under the terms of Section 8 of this Agreement (the "Permitted Exceptions").

   Any matter or practice arising under or relating to this Agreement which is the subject of a practice or title standard of The Real Estate Bar Association (formally known as the Massachusetts Conveyancers Association) shall be governed by such standard to the extent applicable. If a plan (a so called Form A plan) showing the Real Property will be necessary to be recorded with the deed the Buyer shall deliver such plan in form adequate for recording.

4. Purchase Price. The agreed purchase price for the Premises is Five Million and 00/100 ($5,000,000) Dollars. Upon execution of this Agreement, Buyer shall deposit with the Escrow Agent (as hereinafter defined) pursuant to the terms contained in Schedule 4.1 attached hereto, the sum of Twenty Five Thousand ($25,000) Dollars to be credited towards the Purchase Price (the "Deposit").

   Paul L. Feldman, Esq., Davis, Malm & D'Agostine, P.C. (the "Escrow Agent") shall hold the Deposit. In the event there is a dispute concerning the return of the Deposit, the provisions contained in Schedule 4.1 shall determine the disposition of said Deposit.

5. Development Permits. Buyer intends to develop a residential affordable housing development at the Property ("Proposed Development") under what is known as a comprehensive permit. Buyer shall submit a complete application to the appropriate state agencies within thirty (30) days of the date of this Agreement and upon site approval submit a complete application to the appropriate municipal boards, and, thereafter, diligently and continuously pursue obtaining the comprehensive permit and all other permits and approvals (other than a building permit) necessary for construction of the Proposed Development containing such terms and conditions as are satisfactory to Buyer (the "Permit Period"). Buyer's obligation to perform at the Closing (as defined in Section 6 herein) shall be subject to and contingent upon Buyer obtaining all permits and approvals (other than a building permit) necessary for construction of the Proposed Development with all appeal periods expired and no appeal taken. Buyer acknowledges and agrees that Seller will have no responsibility or obligation to perform any off-site improvements or mitigation measures as a result of Buyer's purchase of the Premises or development of the Proposed Development. If Buyer obtains the Permits and they or any one of them is appealed, provided that Buyer diligently prosecutes or defends, as applicable, such appeal(s) the Permit Period shall extend.

6. Closing/Closing Date; Closing Deliverables.

   (a) Closing. The deed to the Premises (and other instruments called for herein) are to be delivered and the purchase price paid commencing at 1:00 o'clock p.m. on or before the earlier of (a) sixty (60) days after Buyer receives all permits and approvals (other than a building permit) necessary for the Proposed Development, with all appeal periods expired and no appeal taken or (b) thirty (30) days following the expiration of the Permit Period, at the offices of the Buyer's attorney or the attorney for the Buyer's lender. The time of the commencement of the closing shall sometimes be referred to herein as the "Closing," and the date thereof shall sometimes be referred to as the "Closing Date." If any date on which the Closing would occur by operation of this Agreement is not a business day in Boston, Massachusetts, the Closing shall occur on the next following business day. Notwithstanding the foregoing the

Closing Date must occur by December 31, 2020 unless otherwise agreed to by the parties or an appeal of one or more Permits has been taken (in which event provided Buyer is diligently prosecuting or defending such appeal, the Closing State shall be extended until sixty (60) days after a final judgment is entered). Time is of the essence for each and every provision of this Agreement. Seller's obligation to close and convey the Premises as required hereunder becomes binding upon Buyer's satisfaction or waiver of any conditions to Buyer's performance.

(b) Seller Deliverables. At the Closing, Seller shall duly execute and deliver the following closing documents (the "Seller Documents"):

(1) a Massachusetts quitclaim deed conveying the Real Property in form reasonably acceptable to Buyer and its title insurer;

(2) such affidavits or letters of indemnity as the Buyer's title insurer shall reasonably require in order to issue, without extra charge, an owner's policy of title insurance free of any exceptions for unfiled mechanics' or materialmen's liens for work performed by Seller prior to Closing, or for rights of parties in possession;

(3) a Non-Foreign Affidavit as required by the Foreign Investors in Real Property Tax Act ("FIRPTA"), as amended;

(4) a certification by Seller that all representations and warranties made by Seller in this Agreement are true and correct in all material respects on the date of Closing;

(5) such authority documents as are reasonably necessary under Section 24 hereof including a Good Standing Certificate from the Massachusetts Secretary of State; and,

(6) such other instruments and documents reasonably requested by Buyer, Buyer's lender, and/or Buyer's title insurance company, and reasonably required to effectuate the transaction contemplated by this Agreement, including without limitation a closing statement describing the sources and uses of funds in connection with the Closing; and

(d) Buyer Deliverables. At the Closing, in addition to payment of the purchase price, Buyer shall execute and deliver the following:

(1) instruments and documents reasonably requested by Seller and reasonably required to effectuate the transaction contemplated by this Agreement.

7. Possession and Condition of Premises. Full possession of the Premises, free of all tenants and occupants is to be delivered at the time of Closing, the Premises to be then (a) in the same physical condition as at present, reasonable wear and tear excepted (b) not in violation of applicable building, environmental, zoning and other applicable laws, and (c) in compliance with the provisions of any instrument referred to in Section 3 hereof. The Buyer shall be entitled to an inspection of the Premises prior to the Closing in order to determine whether the condition thereof complies with the terms of this clause. Seller shall maintain the Premises in their current condition and shall not remove timber, soil or other resources or material prior to the Closing.

8. Title and Survey Review; Extension to Perfect Title.

(a) Buyer's Title Review. Upon execution of this Agreement, Buyer shall promptly obtain a current title commitment for Owner's and Lender's Title Insurance from Lawyer's Title Insurance Company (the "Title Commitment") and a survey in such form as Buyer shall determine necessary in its sole discretion ("Survey"). On or before thirty (30) days from the date hereof, Buyer may object to, in its sole and absolute discretion, any matters disclosed by the Title Commitment, and give written notice to Seller of any such title matters disclosed. On or before thirty (30) days from the date hereof, Buyer may object to, in its sole and absolute discretion, any matters disclosed by the Survey, and give written notice to Seller of any such survey matters disclosed. Any matters disclosed by the Title Commitment or Survey are hereinafter referred to as "Title Matters". Within five (5) business days of Seller's receipt of Buyer's Title Matters, if any, as provided above, Seller shall determine whether or not Seller shall cure, to reasonable satisfaction of Buyer, such Title Matters within 30 days from the date of Seller's receipt of notice of Buyer's Title Matters ("Title Matters Cure Notice"). If Seller determines that Seller will not cure to the reasonable satisfaction of Buyer any or all such Title Matters, Seller shall so notify Buyer in writing by 6:00 pm on the fifth ($5^{th}$) business day after Seller's receipt of Buyer's Title Matters, in which event this Agreement shall be terminated, without further recourse of the parties except Buyer's obligation to indemnify under Section 22, and the Deposit paid shall be returned to the Buyer, unless Buyer, within five (5) business days of receipt of Seller's notice, notifies Seller in writing that Buyer waives Buyer's Title Matters that Seller has determined Seller will not cure. In the event Seller fails to provide a timely Title Matters Cure Notice that Seller will not cure any or all such Title Matters, Seller shall be required to use reasonable efforts to cure such Title Matters within twenty (20) days (the "Title Matter Cure Period"). All matters of record as of the date of the Title Commitment (other than Voluntary Liens), and all survey matters existing as of the date of the Survey, other than Title Matters that have not been waived by Buyer as provided above, shall constitute "Permitted Exceptions." Seller shall use reasonable efforts to cure the Title Matters within the Title Matter Cure Period. If, despite such reasonable efforts, Seller is unable to cure the Title Matters within the Title Matter Cure Period, despite such reasonable efforts, Buyer shall have, in its sole and absolute

discretion, the options stated in Section 10 herein, or to terminate this Agreement whereby all obligations of the parties hereto shall cease, the Deposit paid shall be returned to the Buyer, and this Agreement shall be null and void without recourse to the parties. All Voluntary Liens will be satisfied by Seller on or prior to the Closing Date or, if not so satisfied, shall be satisfied at Closing out of the proceeds otherwise payable to Seller, provided that all instruments so obtained are recorded simultaneously with the delivery of said deed, or with regard to institutional discharges only, within a reasonable time thereafter pursuant to customary conveyancing practices. Voluntary Liens shall mean any mortgage, deed of trust, financing statement, mechanics' or materialmens' lien, or other lien securing the payment of money. In the event Buyer elects to waive the Title Matters and accept title as provided herein, such action shall not be construed or interpreted so as to permit Seller to avoid removing any Voluntary Liens which, pursuant to the terms of this Agreement, are required to be removed by Seller prior to or concurrently with the Closing.

9. Failure to Perfect Title or Make Premises Conform, etc. If at the time of the Closing or at the expiration of the extended time, as the case may be, the Seller shall (i) have failed after having used reasonable efforts so to remove any defects in title, make conveyance, or deliver possession, as the case may be, or (ii) make the Premises conform with the provisions hereof, (each such foregoing event being hereinafter called a "Failure of Condition"), then Seller, for a Failure of Condition arising out of clause (i) or (ii), shall give written notice thereof to the Buyer at or before the time of the Closing, and thereupon, the time of the Closing shall be extended for a period of up to 30 days, during which time Seller shall use reasonable efforts to cure such Failure of Condition. If the time of the Closing is extended and if at the end of such extension period Seller shall have failed so to cure such Failure of Condition, as herein provided, and if Buyer, at its election, does not waive any such Failures of Condition, then Buyer may elect, as its sole and exclusive remedy to exercise any of its rights under Paragraph 17(b) herein.

10. Buyer's Election to Accept Title. Including if any casualty, condemnation, or similar event occurs, the Buyer shall have the election, at either the original or any extended time for performance, to accept such title as the Seller can deliver to the Premises in their then condition and to pay therefor the purchase price without deduction, in which case the Seller shall convey such title, except that in the event of such conveyance in accordance with the provisions of this clause, if the Premises shall have been damaged by fire or casualty fully-insured against, then the Seller shall, unless the Seller has previously restored the Premises to their former condition, either:

(a) pay over or assign to the Buyer, at the Closing, all amounts recovered or recoverable on account of such insurance, less any amounts reasonably expended by the Seller for any partial restoration, and give the Buyer a credit for the amount of any deductible under such insurance policy, or

(b) if a holder of a mortgage on the Premises shall not permit the insurance proceeds or a part thereof to be used to restore the Premises to their former condition or to be so paid over or assigned, give to the Buyer a credit against the purchase price, at the Closing, equal to said amounts so recovered or recoverable and retained by the holder of the mortgage plus the amount of any deductible under such insurance policy less any amounts reasonably expended by the Seller for any partial restoration.

11. Acceptance of Deed. The acceptance of a deed by the Buyer or Buyer's nominee, as the case may be, shall be deemed to be a full performance and discharge of every agreement and obligation herein contained or expressed, except such as are, by the terms thereof, to be performed after or are to survive the Closing.

12. Use of Purchase Money to Clear Title. To enable the Seller to make conveyance as herein provided, the Seller may, at the time of Closing, use the purchase money or any portion thereof to clear the title of any or all encumbrances or interests, provided that all instruments so procured are recorded simultaneously with the delivery and recording of the deed, or provisions are made at Closing consistent with local conveyancing practice and custom for obtaining the release of institutional mortgage(s) on the Premises.

13. Insurance. Until the Closing, the Seller shall cause to be maintained insurance on the Premises.

14. Adjustments. Real estate taxes and other applicable expenses for the then current year shall be apportioned as of the Closing Date and the net amount thereof shall be added to or deducted from, as the case may be, the purchase price payable by the Buyer at the time of Closing.

15. Adjustment of Unassessed and Abated Taxes. If the amount of the real estate taxes assessed against the Premises is not known at the time of the Closing, or if the Premises are assessed together as part of a larger parcel, taxes shall be apportioned on the basis of the taxes assessed for the preceding year (with all land, in the case of the Premises assessed as part of a larger parcel, being valued equally), with a reapportionment as soon as the new tax rate and valuation can be ascertained; and, if the taxes which are to be apportioned shall thereafter be reduced by abatement, the amount of such abatement, less the reasonable cost of obtaining the same, shall be apportioned between the parties, provided that neither party shall be obligated to institute or prosecute proceedings for an abatement unless otherwise agreed. Seller shall not institute any proceeding for a tax abatement without the consent of Buyer. The parties shall sign at Closing a tax proration agreement pursuant to which taxes shall, after the Closing and once ascertainable, be further adjusted as need be.

16. No Broker's Fee. Seller represents to Buyer, and Buyer represents to Seller, that that no intermediary or broker is or shall be entitled to any commission or other

compensation with respect to any of such transactions. Each party hereby indemnifies and holds harmless the other party from all loss, cost and expense (including reasonable attorneys' fees) arising out of a breach of its representation or undertaking set forth in this Section. This obligation shall survive the Closing.

17. Remedies.

(a) Buyer's Default; Damages. If the Buyer shall fail to fulfill the Buyer's obligations prior to the Closing, this Agreement shall terminate without recourse and the Seller shall (i) retain Buyer's Deposit as liquidated damages and (ii) Buyer shall effectuate the transfer of Permits and Materials as provided in Section 3 herein, as Seller's sole and exclusive remedy at law or in equity for Buyer's default. Buyer and Seller acknowledge that the damages to Seller in the event of a breach of this Agreement by Buyer would be difficult or impossible to determine, that the amount of the Deposit represents the parties' best estimate of the damages that would be suffered by Seller if the transaction should fail to close, and that such estimate is reasonable under the circumstances existing as of the date of this Agreement and under the circumstances that Seller and Buyer reasonably anticipate would exist at the time of such breach.

(b) Seller's Default; Damages. In the event Seller breaches or fails, without legal excuse, to complete the sale of the Premises or to perform its obligations under this Agreement, Buyer may, as its sole remedy therefor, either (i) enforce specific performance of this Agreement against Seller or (ii) terminate this Agreement in which case the Deposit and all interest accrued thereon will immediately be returned to Buyer or (iii) elect to accept title as provided under Section 10 herein. No other remedies shall be available to Buyer. In the event Buyer elects to enforce specific performance of this Agreement against Seller, Seller shall reimburse Buyer for Buyer's reasonable attorney's fees relating thereto.

18. Warranties and Representation. (a) Seller represents and warrants to Buyer as of the date of this Agreement that the following warranties and representations shall be true and accurate as of the Closing Date as follows:

(i) Seller is two Massachusetts limited liability companies, duly formed, and Seller has full power and authority to enter into this Agreement and to perform this Agreement. The execution, delivery and performance of this Agreement by Seller has been duly and validly authorized by all necessary action on the part of Seller and all required consents and approvals have been duly obtained. This Agreement is a legal, valid and binding obligation of Seller, enforceable against Seller in accordance with its terms, subject to the effect of applicable bankruptcy, insolvency, reorganization, arrangement, moratorium or other similar laws affecting the rights of creditors generally.

(ii) No authorization, consent or approval of any governmental authority (including courts) is required for the execution and delivery by Seller of this Agreement or the performance of its obligations hereunder.

(iii) Except as set forth in Exhibit B attached hereto, Seller is not a party to, and there is not any, presently effective leases, lease amendments, lease guaranties, work letter agreements, improvement agreements, subleases, assignments, licenses, concessions or other agreements (including, without limitation, any oral agreements) with respect to the leasing, use or occupancy of the Premises or any part thereof nor are there any rights of first refusal, options or other agreements or obligations on the part of Seller wherein any third party approval of the sale contemplated herein is required..

(iv) Except as permitted by applicable Environmental Laws and regulations, and except for building materials within the buildings existing on the Premises, to the best of Seller's knowledge, there is no present release or threatened release of any Hazardous Substances in, on or under the Premises. Seller has not received any notice, citation or claim alleging that the Premises or any part thereof, or any operations and activities therein and thereon or the use and occupancy thereof, are in violation of any applicable environmental laws and to the best of Seller's knowledge neither Seller nor any person using or occupying the Premises or any part thereof is violating any environmental laws or regulations. No claim, demand, action or proceeding of any kind relating to any past or present release or threatened release of any Hazardous Substances in, on or under the Premises or any past or present violation of any environmental laws at the Premises is pending, or to the best of Seller's knowledge, is being threatened by any person. As used in this Agreement, the term "Hazardous Substances" shall have the meaning set forth in the Comprehensive Environmental Response, Compensation and Liability Act, as amended, and the regulations thereunder, the Resource Conservation and Recovery Act, as amended, and the regulations thereunder, and the Federal Clean Water Act, as amended, and the regulations thereunder, and such terms shall also include asbestos, petroleum products, radioactive materials and any regulated substances under any Federal, State or local environmental law, regulation or ordinance.

(v) Seller is not a "foreign person" as defined in Section 1445 of the Internal Revenue Code of 1986, as amended, and the income tax regulations thereunder.

(vi) Each person signing this Agreement on behalf of Seller is duly and validly authorized to do so.

(vii) With regard to the Premises, Seller has complied with and neither the Seller nor the Premises are in violation of, any applicable federal, state, or local statute, law, or regulation (including, without limitation, any applicable building, zoning, health, environmental or other law, ordinance, or regulation) affecting the Premises or the use thereof.

(ix) The representations and warranties of Seller in this Paragraph 18 are material inducements for Buyer to enter into this Agreement and shall survive Closing. Buyer would not buy the Premises from Seller without such representations and warranties of Seller.

(b) Buyer represents and warrants to Seller as of the date of this Agreement that the following warranties and representations shall be true and accurate as of the Closing Date as follows:

(i) The Buyer is a Massachusetts limited liability company duly organized and validly existing under the laws of the Commonwealth of Massachusetts. Buyer has full power and authority to enter into this Agreement and to perform this Agreement. The execution, delivery and performance of this Agreement by Buyer has been duly and validly authorized by all necessary action on the part of Buyer and all required consents and approvals have been duly obtained. This Agreement is a legal, valid and binding obligation of Buyer enforceable against Buyer in accordance with its terms, subject to the effect of applicable bankruptcy, insolvency, reorganization, arrangement, moratorium or other similar laws affecting the rights of creditors generally. Each person signing on behalf of Buyer is duly and validly authorized to do so.

(ii) The Buyer acknowledges that the Buyer has not been influenced to enter into this transaction nor has Buyer relied upon any warranties or representations not expressly set forth in this Agreement or in any document to be delivered by Seller at Closing that was prepared or approved by Seller. The Buyer hereby acknowledges that Buyer is purchasing the Premises "AS IS" without any representations or warranties express or implied other than as set forth in this Agreement or in any document to be delivered by Seller at Closing that was prepared or approved by Seller. Buyer is being given the opportunity to fully inspect the Premises and except as set forth in this Agreement Buyer is not relying upon any statement or representation of the Seller or Brokers, express or implied, with respect to the condition of the Premises. The provisions of this paragraph shall survive delivery of the deed.

(iii) The representations and warranties of Buyer in this Paragraph 18 are material inducements for Seller to enter into this Agreement and shall survive Closing. Seller would not sell the Premises to Buyer without such representations and warranties of Buyer. In addition, Buyer agrees that Seller makes no representation or warranties, express or implied, except as provided herein, regarding the adequacy, accuracy, completeness or content of any items, documents, or materials furnished by Seller pursuant to this Agreement or in connection with this transaction that were not prepared or approved by Seller. In addition, and except as provided herein, Buyer agrees that Seller shall not be liable for the adequacy, accuracy, completeness or content of any items,

documents, or materials furnished by Seller pursuant to this Agreement that were not prepared or approved by Seller.

The representations and warranties of Seller and Buyer in this paragraph 18 shall survive the delivery of the deed.

19. Seller's Covenants. In addition to other covenants and agreements of Seller in this Agreement, Seller hereby covenants as follows:

(a) In the event Seller obtains notice (written or oral) at any time prior to the Closing of any pending condemnation action affecting the Premises (or any portion thereof), Seller shall promptly notify Buyer.

(b) If Seller obtains notice (written or oral) thereof prior to the Closing, Seller shall advise Buyer promptly of any claim, litigation, arbitration or administrative hearing concerning or affecting the use and development of the Premises.

20. Access. From and after the date of this Agreement, Buyer and Buyer's representatives shall have the right to enter upon the Premises at any reasonable times and upon one (1) day prior notice (which may be oral) to Seller for the purpose of conducting building and land surveys, inspections, soil tests, environmental tests and such other examinations and investigations as the Buyer may desire. Buyer shall repair any and all damage caused by such entry and restore the Premises, and shall defend, indemnify and save Seller harmless from and against any claim, loss, cost, damage and liability resulting directly from or arising directly out of such entry or activity (but not from any loss, cost, damage, liability or consequences which may arise solely from the test or examination results or as a result of Seller's conduct). All such activities authorized hereunder shall be at the sole and exclusive risk and cost of Buyer. Notwithstanding anything to the contrary herein, the Buyer's indemnification obligations under this paragraph shall survive the delivery of the deed or the termination of this Agreement by either party prior to the Closing.

21. Evidence of Compliance. Seller shall provide in advance of the Closing Date such documents as Buyer may reasonably require (i) to evidence Seller's existence and due authority to perform and convey title to the Premises as required herein, and that the persons acting for and on behalf of the Seller have the authority to so act and have acted within the scope of such authority.

24. Notices. All notices which may or are required to be given by either party to the other shall be in writing and shall be sent by United States certified mail, postage prepaid, return receipt requested, or by a nationally recognized overnight courier service, or by facsimile transmission (provided the facsimile machine automatically generates a transmission report that states the date and time of the transmission, the length of the document transmitted, and the telephone number of

the recipient's facsimile machine), addressed to the parties at their respective addresses as follows:

| | |
|---|---|
| If to Seller: | 35 River Street, LLC, and 19 River Street, LLC<br>36 Cabot Road, Suite 2<br>Woburn, Massachusetts 01833<br>Attention: Robert Traina<br>Fax No.: |
| With a copy to: | Paul L. Feldman, Esquire<br>Davis, Malm & D'Agostine, P.C.<br>One Boston Place<br>Boston, MA 02108<br>Fax No.: (617) 305-3131 |
| If to Buyer: | SLV River Street, LLC,<br>C/O Geoff Engler/Justin Krebs<br>257 Hillside Avenue<br>Needham, MA 02494 |
| With a copy to: | Jason A. Pithie, Esq.<br>Pithie & Associates, P.C.<br>158 Pleasant Street<br>South Weymouth, MA 02190<br>Fax No.: 781-682-9011 |

or at such other address within the Continental United States as either party by written notice to the other may from time to time designate. Unless otherwise specifically provided to the contrary, notice shall be deemed given as of the date of receipt unless previously sent by facsimile, in which event notice shall be deemed given as of the date of such facsimile. Any notice to be given by any party hereto may be given by the counsel for such party.

25. Foreign Person and Reporting Forms. Seller represents and warrants that it is not a foreign person within the meaning of Section 1445 of the Internal Revenue Code 1954, as amended, and will furnish to Buyer an appropriate Nonforeign Affidavit on the Closing Date. In addition, Seller shall furnish to whomever is designated by the Buyer (other than the Seller) such information as may be required to report the transaction to the Internal Revenue Service as provided by law.

26. Assignment of Buyer and Seller's Interest. Seller and Buyer understand and agree that this Agreement is personal to Buyer and that Buyer may not, without Seller's prior written consent (which consent Seller may withhold or deny in Seller's sole discretion) assign Buyer's right, title and interest in and to this Agreement at any time to any party. Notwithstanding the foregoing Buyer may

assign this Agreement simultaneously with the Closing or to another entity controlled by Buyer.

27. Construction of Agreement. This instrument, which may be executed in multiple counterparts, executed in quadruplicate is to be construed as a Massachusetts agreement, is to take effect as a sealed instrument, sets forth the entire contract between the parties, is binding upon and enures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns, and may be canceled, modified or amended only by a written instrument executed by both the Seller and the Buyer. The captions and marginal notes are used only as a matter of convenience and are not to be considered a part of this Agreement or to be used in determining the intent of the parties to it.

28. Closing Costs and Expenses. Buyer shall pay the costs and expenses of all reviews, texts or other undertakings of Buyer pursuant to Diligence Review. Buyer shall pay the costs of a survey and title insurance premiums for title insurance it desires. Seller shall pay all real property transfer taxes and sales tax incurred in connection with the transfer of any personal property. Each party shall pay its own attorneys fees. All other costs and expenses shall be paid by the party who normally and customarily pays such expenses for a commercial transaction in the Greater Boston Area.

29. 1031 Exchange. The parties have advised each other that they each may enter into a like-kind exchange under Section 1031 of the Code in connection with the sale of the Property to Buyer (the "Tax Deferred Exchange"). The parties agree to cooperate as reasonably requested with each other in connection with a Tax Deferred Exchange, including executing customary documents relating to the parties' exchange agreements, provided that: (a) the parties shall not incur any cost or any liability in connection with such cooperation or any other matter relating to a Tax Deferred Exchange; (b) in no event will any matter relating to a Tax Deferred Exchange including, without limitation, inability of either party to obtain any benefits of a tax deferred exchange, relieve either party of any of its obligations under this Agreement; and (c) each party shall indemnify and hold the other harmless from any claims, liabilities, costs, damages, loss or expense incurred solely in connection with a Tax Deferred Exchange, including reasonable attorneys' fees, but exclusive of those costs and expenses a party would otherwise incur in performing this Agreement absent the a Tax Deferred Exchange. Either party may assign this Agreement to an Intermediary without consent of the other party for purposes of effectuating a 1031 exchange. Notwithstanding an assignment to or substitution of the Intermediary to act in place of either party, each party agrees to unconditionally guarantee the full and timely performance by the Intermediary of the representations, warranties, obligations and undertakings of the Intermediary regarding a Section 1031 exchange, and in the event of breach, Each party may proceed directly against the other without the need to join the Intermediary.

30. Confidentiality. Each party agrees with the other to keep the terms and conditions of this agreement confidential and will not disclose such information to any other party without written consent. "Confidential Information" includes the business terms of this Agreement, and any and all information whether oral, written or other form, which is communicated by either party to the other relating to this contemplated transaction, including, but not limited to architectural plans, specifications, site plans and drawings (regardless of whether such information is labeled as confidential). Confidential Information may be released to either parties' relatives, employees, attorneys, accountants, officers, partners, consultants or lenders, or governmental officials who have a reasonable need for such Confidential Information, provided that such individuals agree to maintain the confidential nature of the information. It is contemplated this Agreement may have to be provided to third parties in connection with obtaining the Permits.

31. No Financing Contingency. Buyer acknowledges and agrees that its obligation to purchase the Property is not subject to its ability to obtain financing or to raise equity capital.

32. Buyer's Permits. Buyer shall be solely responsible, at its sole cost and expense, for applying for and obtaining all final local, state and federal permits, licenses, orders, approvals, consents and utilities from all governmental authorities and agencies which may be required for the construction, operation and use of the Proposed Development with all appeal periods having expired with no appeal having been taken therefrom (collectively, the "Permits"). Seller agrees to execute, as owner of the Property, such applications and authorizations as may be reasonably required by the applicable governmental authority, consistent with the Proposed Development, and to support such applications and otherwise reasonably cooperate with Buyer in obtaining such Permits. If Buyer terminates this Agreement or fails to perform at the Closing, all rights, title and interest in and to all Permits then issued and all pending applications for Permits, shall belong solely to Seller at no cost to Seller, provided that Seller shall not have any obligation to pursue or to maintain any such permit or application nor to comply with any condition thereof. In addition, Buyer shall provide to Seller, without cost or expense, all studies, plans, reports, information or other materials regarding the Real Property or the Proposed Development prepared by Buyer or prepared by anyone engaged by or acting on Buyer's behalf (collectively, the "Materials").

33. Limits on Seller's Knowledge. Whenever a representation is qualified by the phrase "to the best of Seller's knowledge", or by words of similar import, whenever a representation is made to the effect that Seller has received no written notice, and whenever this Agreement otherwise makes reference to Seller's actual knowledge (including as to whether any information is in Seller's possession or control), the accuracy of such representation and the determination as to whether Seller has such actual knowledge shall be based solely on the actual (as opposed to constructive or imputed) knowledge of Robert Traina, without independent investigation or inquiry other than review of Seller's files and reasonable inquiry

of Seller's agents (including property managers) who are familiar with the ownership and operation of the Premises.

34. Limits on Buyer's Knowledge. Whenever a representation is qualified by the phrase "to the best of Buyer's knowledge", or by words of similar import, whenever a representation is made to the effect that Buyer has received no written notice, and whenever this Agreement otherwise makes reference to Buyer's actual knowledge, the accuracy of such representation and the determination as to whether Buyer has such actual knowledge shall be based solely on the actual (as opposed to constructive or imputed) knowledge of Geoff Engler or Justin Krebs without independent investigation or inquiry other than review of any third party reports or other written information concerning the Property prepared on behalf of and delivered to Buyer.

35. If, at any time before the Closing Date, a taking or condemnation (or proceeding in lieu thereof) is commenced against the Premises that adversely affects the Proposed Development, seller may terminate this Agreement. If Seller does not terminate this Agreement, Buyer may, at Buyer's sole option, elect either to:

(a) terminate this Agreement and receive back the Deposit; or

(b) purchase the Premises subject to and in accordance with this Agreement. In the event of condemnation or taking that does not affect the Proposed Development, or if there is a condemnation or taking but Buyer elects to proceed hereunder, (1) Buyer shall purchase the Premises in accordance with the terms hereof (without reduction in the Purchase Price), (2) Seller shall assign to Buyer at Closing all condemnation proceeds paid or payable as a result of such condemnation, (3) Buyer shall have the right to be present with Seller at any hearings or negotiations with respect thereto, and (4) Seller shall not settle or compromise any such matter without Buyer's prior written consent which consent shall not be unreasonably withheld.

The rest of this page is intentionally left blank.

EXECUTED as of the date first above written.

SELLER: 35 River Street, LLC, a Massachusetts limited liability company

_____

Robert Traina, Manager

9 River Street, LLC a Massachusetts limited liability company

_____

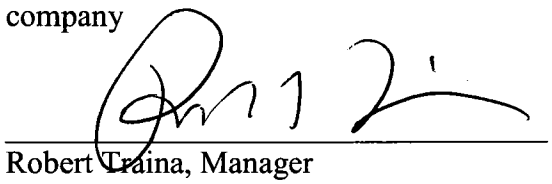
Robert Traina, Manager

BUYER: SLV River Street, LLC

By: Strategic Land Ventures, LLC
Manager
as an authorized signer and manager

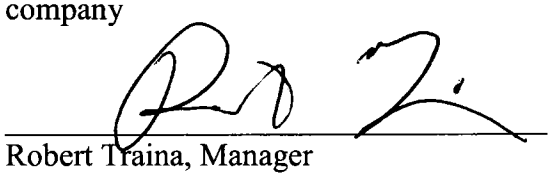
EXECUTED as of the date first above written.

SELLER: 35 River Street, LLC, a Massachusetts limited liability company



Robert Traina, Manager

9 River Street, LLC a Massachusetts limited liability company



Robert Traina, Manager

BUYER: SLV River Street, LLC

By:_____
Justin Krebs, Manager

**Schedule 4.1**

**Deposit Escrow Provisions**

[Attached to and a Part of Real Estate Purchase and Sale Agreement by and between Middleboro, LLC as Seller and CT Compass Development, LLC as Buyer]

(a) Escrow Agent shall hold the Deposit in a segregated, interest bearing account approved by Buyer and Seller. If the Closing occurs, the Deposit along with accrued interest shall be credited against the Purchase Price. The Deposit shall be held and disbursed by Escrow Agent in the following manner:

(i) to Seller upon consummation of the Closing and recording the deed; or

(ii) to Seller with accrued interest, upon receipt of written demand therefor, stating that Buyer has defaulted in the performance of Buyer's Closing obligations under this Agreement; provided, however, that Escrow Agent shall not honor such demand until at least five (5) Business Days after it has sent a copy of such demand to Buyer, nor thereafter if Escrow Agent shall have received written notice of objection from Buyer in accordance with paragraph (b) below; or

(iii) to Buyer with accrued interest, upon receipt of written demand therefor, stating that either (x) this Agreement has been terminated pursuant to a provision hereof and certifying the basis for such termination, provided that in the case of a termination by Buyer pursuant to Section 20 timely notice has been given to Seller as required therein, or (y) Seller has defaulted in performance of Seller's Closing obligations under this Agreement or that Buyer is otherwise entitled to the Deposit under the provisions of this Agreement; provided, however, that Escrow Agent shall not honor such demand until at least five (5) Business Days after it has sent a copy of such demand to Seller, nor thereafter if Escrow Agent shall have received written notice of objection from Seller in accordance with paragraph (b) below. The party requesting the Deposit shall also copy the other on the request.

(b) Upon receipt of written demand for the Deposit by Buyer or Seller pursuant to clause (a)(ii) or (a)(iii) above, Escrow Agent shall promptly send a copy thereof to the other party. The other party shall have the right to object to the delivery of the Deposit by sending written notice of such objection to Escrow Agent within five (5) Business Days after Escrow Agent sends a copy of the written demand to the objecting party and the objecting party's receipt of such demand. Upon receipt of such notice, Escrow Agent shall promptly send a copy thereof to the party who made the written demand.

(c) In the event of any dispute between the parties, Escrow Agent shall disregard all instructions received and shall hold the Deposit until the dispute is mutually resolved and Escrow Agent is advised of this fact in writing by both Seller and Buyer, or Escrow Agent is otherwise instructed by a final judgment of a court of competent jurisdiction. Upon receipt of notice of objection as provided in (b) above, Escrow Agent may commence an action of interpleader in Plymouth County Superior Court. The Escrow Agent shall be indemnified by

Buyer and Seller, jointly and severally, for all costs, including reasonable attorneys' fees, in connection with the aforesaid interpleader action. Buyer acknowledges that the Escrow Agent is Seller's counsel and hereby waives any conflict of interest claims for Paul L. Feldman, Esq. and Davis, Malm & D'Agostine, P.C. to act as Escrow Agent in this matter.

(d) In the event Escrow Agent shall be uncertain as to its duties or rights hereunder or shall receive conflicting instructions, claims or demands from the parties hereto, or instructions which conflict with any of the provisions of this Agreement, Escrow Agent shall be entitled to refrain from taking any action other than to keep safely the Deposit until Escrow Agent shall be instructed otherwise in writing signed by both Seller and Buyer, or by final judgment of a court of competent jurisdiction. Any action of interpleader filed by the Escrow Agent in connection herewith shall be filed in the Plymouth County Superior Court. The Escrow Agent shall be indemnified by Buyer and Seller, jointly and severally, for all costs, including reasonable attorneys' fees, in connection with the aforesaid interpleader action.

(e) The Escrow Agent may act in reliance upon any writing or instrument or signature which it, in good faith, believes to be genuine; may assume the validity and accuracy of any statements or assertions contained in such writing or instrument; and may assume that any person purporting to give any writing, notice, advice or instruction in connection with the provisions hereof has been duly authorized to do so, provided that any modification of this Schedule 4.1 shall be signed by Escrow Agent, Buyer and Seller. The Escrow Agent shall not be liable in any manner for the sufficiency or correctness as to the form, manner or execution or validity of any written instructions delivered to it, nor as to the identity, authority or rights of any person executing the same. The duties of the Escrow Agent shall be limited to the safe keeping of the funds in accordance with the terms described herein. The Escrow Agent undertakes to perform only such duties as are expressly set forth herein, and no implied duties or obligations shall be read into this Agreement as against the Escrow Agent. Upon the Escrow Agent's disbursement of all the funds to the parties in accordance with the terms of this Agreement, the escrow shall terminate and the Escrow Agent shall thereafter be relieved of any liability hereunder and in connection therewith.

(f) Seller and Buyer shall jointly and severally hold Escrow Agent harmless against any loss, damage, liability or expense incurred by Escrow Agent not caused by its willful misconduct, gross negligence or breach of these escrow provisions, arising out of or in connection with its entering into this Agreement and the carrying out of its duties hereunder, including the reasonable costs and expenses of defending itself against any claim of liability or participating in any legal proceeding in which case said costs shall be borne equally between both Buyer and Seller.

## JOINDER BY THE ESCROW AGENT

By its execution hereof, the Escrow Agent hereby (i) covenants and agrees to hold the Deposit in accordance with the above provisions, and (ii) acknowledges receipt of a copy of the Real Estate Purchase and Sale Agreement to which this Schedule 4.1 is attached.

**DAVIS, MALM & D'AGOSTINE, P.C.**

By: _____
Name: Paul L. Feldman
Title: Managing Director

EXHIBIT B

AGREEMENTS

NONE

csb Cambridge
SAVINGS BANK

December 17, 2018

SLV Winchester I, LLC
CO Geoffrey Engler & Justin Krebs
257 Hillside Avenue
Needham, MA 02494

Re: Letter of Interest SLV Winchester

Dear Geoff and Justin,

Thank you for presenting the preliminary information on the proposed Winchester apartment project. Based on this information, CSB would be interested in reviewing your application for construction financing for this project.

As discussed, our approval process will require full submission of plans, specifications, budgets, project schedule, permits and various other information necessary for us to complete our evaluation of the opportunity.

We appreciate the opportunity to review this when the time is right.

Sincerely,

Kevin Teller
First Vice President
Cambridge Savings Bank

# Class - A Comps - Metro North

| | Arlington 360 | | | Brigham Square | | | Brookside Square | | | Arborpoint at Woodland Station | | | Charles River Landing | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | | | | | | | |
| **Address** | Arlington | | | Arlington | | | Concord | | | Newton | | | Needham | | |
| **Year Built** | **2014** | | | **2013** | | | **2015** | | | **2007** | | | **2008** | | |
| **Owner** | **TA Associates** | | | **Intercontinental** | | | **Oaktree** | | | **National Development** | | | **UDR** | | |
| **Unit Mix** | **#** | **%** | | **#** | **%** | | **#** | **%** | | **#** | **%** | | **#** | **%** | |
| Studio | 15 | 9% | | 18 | 16% | | 4 | 5% | | 0 | 0% | | 0 | 0% | |
| 1-Bed | 47 | 29% | | 35 | 30% | | 34 | 46% | | 75 | 42% | | 252 | 72% | |
| 2-Bed | 80 | 49% | | 63 | 54% | | 36 | 49% | | 105 | 58% | | 98 | 28% | |
| 3-Bed | 22 | 13% | | 0 | 0% | | 0 | 0% | | 0 | 0% | | 0 | 0% | |
| **Total # of Units** | 164 | | | **116** | | | **74** | | | **180** | | | **350** | | |
| **STUDIO** | Rent | SF | Rent / SF | Rent | SF | Rent / SF | Rent | SF | Rent / SF | Rent | SF | Rent / SF | Rent | SF | Rent / SF |
| Low | $2,200 | 591 | $3.72 | $2,153 | 598 | $3.60 | $1,650 | 517 | $3.19 | | | | | | |
| High | $2,508 | 548 | $4.58 | $2,165 | 604 | $3.58 | $1,703 | 518 | $3.29 | | | | | | |
| **Weighted Average** | **$2,298** | **628** | **$3.66** | **$2,158** | **601** | **$3.59** | **$1,690** | **518** | **$3.26** | | | | | | |
| **1 BEDROOM** | Rent | SF | Rent / SF | Rent | SF | Rent / SF | Rent | SF | Rent / SF | Rent | SF | Rent / SF | Rent | SF | Rent / SF |
| Low | $2,501 | 717 | $3.49 | $2,339 | 718 | $3.26 | $2,099 | 690 | $3.04 | $2,630 | 726 | $3.62 | $2,703 | 792 | $3.41 |
| High | $2,945 | 1,231 | $2.39 | $2,600 | 915 | $2.84 | $2,400 | 893 | $2.69 | $3,075 | 1,019 | $3.02 | $4,254 | 1,122 | $3.79 |
| **Weighted Average** | **$2,598** | **888** | **$2.93** | **$2,463** | **797** | **$3.09** | **$2,218** | **739** | **$3.00** | **$2,711** | **812** | **$3.34** | **$3,000** | **1,026** | **$2.92** |
| **2 BEDROOM** | Rent | SF | Rent / SF | Rent | SF | Rent / SF | Rent | SF | Rent / SF | Rent | SF | Rent / SF | Rent | SF | Rent / SF |
| Low | $2,935 | 1,198 | $2.45 | $2,827 | 1,013 | $2.79 | $2,595 | 932 | $2.78 | $3,355 | 1,094 | $3.07 | $3,821 | 1,139 | $3.35 |
| High | $3,625 | 1,487 | $2.44 | $3,292 | 1,178 | $2.79 | $3,765 | 1,291 | $2.92 | $4,573 | 1,489 | $3.07 | $4,531 | 1,588 | $2.85 |
| **Weighted Average** | **$3,174** | **1,309** | **$2.42** | **$2,891** | **1,035** | **$2.79** | **$3,037** | **1,063** | **$2.86** | **$3,528** | **1,229** | **$2.87** | **$4,125** | **1,348** | **$3.06** |
| **3 BEDROOM** | Rent | SF | Rent / SF | Rent | SF | Rent / SF | Rent | SF | Rent / SF | Rent | SF | Rent / SF | Rent | SF | Rent / SF |
| Low | $3,600 | 1,483 | $2.43 | | | | | | | | | | | | |
| High | $3,900 | 1,640 | $2.38 | | | | | | | | | | | | |
| **Weighted Average** | **$3,743** | **1,581** | **$2.37** | | | | | | | | | | | | |
| **PROPERTY TOTAL** | Rent | SF | Rent / SF | Rent | SF | Rent / SF | Rent | SF | Rent / SF | Rent | SF | Rent / SF | Rent | SF | Rent / SF |
| **Weighted Average** | **$3,005** | **1,162** | **$2.59** | **$2,648** | **896** | **$2.96** | **$2,588** | **885** | **$2.93** | **$3,188** | **1,055** | **$3.02** | **$3,315** | **1,116** | **$2.97** |

**Notes:**
1. All rents are current asking rents.
2. "Weighted Average" assumes all units at market rents (i.e. no affordable).

[redacted]

| Reading Commons | Metro @ Wilmington | Regency Place | Everly | Inwood West |
|---|---|---|---|---|
| | | | | |
| Reading | Wilmington | Wilmington | Wakefield | Woburn |
| **2006** | **2013** | **2008** | **2014** | **2006** |
| **JP Morgan** | **Stockbrige** | **All State** | **Monogram** | **UDR** |
| **#** / **%** | **#** / **%** | **#** / **%** | **#** / **%** | **#** |
| 0 / 0% | 0 / 0% | 0 / 0% | 10 / 5% | 0 / 0% |
| 68 / 33% | 30 / 28% | 30 / 25% | 97 / 52% | 152 / 34% |
| 124 / 61% | 78 / 72% | 80 / 67% | 79 / 42% | 294 / 66% |
| 12 / 6% | 0 / 0% | 10 / 8% | 0 / 0% | 0 / 0% |
| **204** | **108** | **120** | **186** | **446** |

| Rent | SF | Rent / SF | Rent | SF | Rent / SF | Rent | SF | Rent / SF | Rent | SF | Rent / SF | Rent | SF | Rent / SF |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | $1,997 | 630 | $3.17 | | | |
| | | | | | | | | | $2,015 | 635 | $3.17 | | | |
| | | | | | | | | | **$2,006** | **633** | **$3.17** | | | |
| **Rent** | **SF** | **Rent / SF** | **Rent** | **SF** | **Rent / SF** | **Rent** | **SF** | **Rent / SF** | **Rent** | **SF** | **Rent / SF** | **Rent** | **SF** | **Rent / SF** |
| $2,004 | 763 | $2.63 | $1,809 | 802 | $2.26 | $1,854 | 760 | $2.44 | $2,223 | 789 | $2.82 | $1,858 | 824 | $2.25 |
| $2,086 | 893 | $2.34 | $1,914 | 933 | $2.05 | $1,925 | 770 | $2.50 | $2,305 | 873 | $2.64 | $2,185 | 1,181 | $1.85 |
| **$2,057** | **847** | **$2.43** | **$1,827** | **822** | **$2.22** | **$1,873** | **763** | **$2.46** | **$2,232** | **794** | **$2.81** | **$1,998** | **934** | **$2.14** |
| **Rent** | **SF** | **Rent / SF** | **Rent** | **SF** | **Rent / SF** | **Rent** | **SF** | **Rent / SF** | **Rent** | **SF** | **Rent / SF** | **Rent** | **SF** | **Rent / SF** |
| $2,613 | 1,121 | $2.33 | $2,151 | 1,155 | $1.86 | $2,025 | 1,053 | $1.92 | $2,540 | 1,109 | $2.29 | $2,209 | 1,048 | $2.11 |
| $3,021 | 1,500 | $2.01 | $2,171 | 1,160 | $1.87 | $2,322 | 1,080 | $2.15 | $2,841 | 1,159 | $2.45 | $2,808 | 1,545 | $1.82 |
| **$2,681** | **1,208** | **$2.22** | **$2,153** | **1,158** | **$1.86** | **$2,210** | **1,071** | **$2.06** | **$2,700** | **1,153** | **$2.34** | **$2,484** | **1,286** | **$1.93** |
| **Rent** | **SF** | **Rent / SF** | **Rent** | **SF** | **Rent / SF** | **Rent** | **SF** | **Rent / SF** | **Rent** | **SF** | **Rent / SF** | **Rent** | **SF** | **Rent / SF** |
| $3,328 | 2,100 | $1.58 | | | | $2,372 | 1,294 | $1.83 | | | | | | |
| $3,455 | 2,310 | $1.50 | | | | $2,415 | 1,300 | $1.86 | | | | | | |
| **$3,392** | **2,205** | **$1.54** | | | | **$2,385** | **1,296** | **$1.84** | | | | | | |
| **Rent** | **SF** | **Rent / SF** | **Rent** | **SF** | **Rent / SF** | **Rent** | **SF** | **Rent / SF** | **Rent** | **SF** | **Rent / SF** | **Rent** | **SF** | **Rent / SF** |
| **$2,515** | **1,146** | **$2.19** | **$2,062** | **1,064** | **$1.94** | **$2,140** | **1,013** | **$2.11** | **$2,419** | **938** | **$2.58** | **$2,319** | **1,166** | **$1.99** |

# SEB LLC

# Unparalleled Experience and Client Service

## Who We Are and What We Do

For over 40 years, SEB and its principals have been leaders in the planning and development community, specializing in mixed-income multi-family residential housing. SEB has provided housing development consulting services that have resulted in the approval and development of more than 13,000 units of housing. Our work has involved a broad range of housing types in a variety of different communities, from small home ownership communities to large rental developments.

Working in cooperation with our clients and development partners, we have completed over one thousand diverse consulting assignments – ranging from development of mixed-use multi-family developments, to permitting assistance with specific affordable housing development projects on urban and suburban sites, to larger scale neighborhood plans in cities and towns.

SEB also provides affordable housing administrative and lottery services. We have leased/sold more units of affordable housing than any other entity or lottery administrator in the state across a wide variety of developments and programs. We have excellent relationships with Masshousing, Masshousing Partnership, the Department of Housing and Community Development and MassDevelopment – all of the State Subsidizing Agencies involved in the oversight of the affordable housing sell-out & lease-up process. SEB's involvement ensures a coordinated and efficient process while strictly adhering to all state, local regulatory and compliance related requirements.

**SEB has been involved in public or private sector projects in more than 180 cities and towns in Massachusetts, including the partial list below.**

| | | | | | | |
|---|---|---|---|---|---|---|
| Abington | Acton | Amesbury | Amherst | Andover | Arlington | Ashburnham |
| Ashland | Athol | Attleboro | Avon | Barnstable | Bedford | Bellingham |
| Belmont | Berkley | Berlin | Beverly | Billerica | Bolton | Boston |
| Bourne | Boxborough | Boxford | Braintree | Brewster | Brockton | Brookline |
| | Burlington | Cambridge | | | | |
| Canton | Carlisle | Chatham | Chelmsford | Chelsea | Clinton | Concord |
| Danvers | Dartmouth | Dedham | Dennis | Dighton | Dover | Duxbury |
| East | Bridgewater | Easton | Edgartown | Everett | Fall River | Falmouth |
| Fitchburg | Framingham | Franklin | Freetown | Gardner | Georgetown | Gloucester |
| Grafton | | Groton | Groveland | Hanover | Hanson | Harvard |
| Harwich | Haverhill | Hingham | Holyoke | Hopkinton | Ipswich | Kingston |
| Lancaster | Lawrence | Leominster | Lexington | Lincoln | Littleton | Lowell |
| Ludlow | Lynn | Lynnfield | Malden | Mansfield | Marblehead | Marion |
| Marlboro | Edgartown | Mashpee | Maynard | Medfield | Medford | |
| Medway | Melrose | Mendon | Merrimack | Methuen | Middleboro | Milford |
| Millville | Milton | Nantucket | Natick | Needham | New Bedford | Newburyport |
| Newton | Norfolk | North Andover | North Reading | Northampton | Northborough | |
| Northbridge | Norton | Norwell | Norwood | Oxford | Palmer | Peabody |
| Pelham | Pembroke | Pittsfield | Plainville | Plymouth | Randolph | Raynham |
| Reading | Rehoboth | Revere | Richmond | Rockport | Rockland | Rowley |
| Salem | Salisbury | Sandwich | Saugus | Scituate | Seekonk | Sharon |
| Sherborn | Shrewsbury | Somerset | Somerville | Southborough | Southbridge | Springfield |
| Stoneham | Stoughton | Stow | Sturbridge | Sudbury | Sutton | Swansea |
| Taunton | Tewksbury | Townsend | Tyngsboro | Upton | Wakefield | Walpole |
| Waltham | Wareham | Watertown | Wayland | Wellesley | Wellfleet | |
| West Tisbury | Westborough | Westminster | Weston | Westport | Westwood | Weymouth |
| Whitman | Wilmington | Winchester | Woburn | Worcester | Wrentham | Yarmouth |

# Background

## Our History

SEB is a continuation, through various iterations, of a consulting practice which began in 1970 in Cambridge, MA. Bob Engler remains as one of the partners in the first firm – Justin Gray Associates –and has been joined by his two sons, Geoff and Brian, who have now been working together over 10 years.

Brian Engler is the firm's Lottery Director and is primarily responsible for managing all of the lottery contracts including all elements of affirmative marketing, buyer/tenant selection and ongoing program compliance. Geoff Engler is responsible for SEB's permitting and development portfolio including serving as project manager for all of SEB's own development projects.

Throughout our history, SEB has remained committed to focusing our business in the area of affordable housing, for ourselves, our partners, and our clients. SEB have managed over 1,000 contracts, yet the firm has retained its small size so we could be directly involved in working with our clients and continuing in many cases the long term relationships that we have developed over the past many years.

## SEB & The 40B Process

Chapter 40B of M.G.L. was passed in 1969 and remains today as the single most productive vehicle in Massachusetts for developing affordable housing units, whether rental or homeownership. Each 40B project involves a complex administrative and permitting process, from initial conception through the public hearing process, construction and occupancy. There are a myriad of rules, regulations, guidelines, policies, preferred practices, strategies, negotiations and monitoring reviews which must be unequivocally understood in order to be successful.

SEB's role over the past many years has been to guide clients through the entirety of this process, often from beginning to end, or in some cases, for specific and discreet tasks. We have assisted over 100 developers and 20 communities engage in this process; we also undertake our own 40B developments as well. Our knowledge and experience has brought us to half the communities in Massachusetts (180+) through permitting responsibilities, leading workshops, providing technical assistance or carrying out developments for our own portfolio. We have served on State-initiated task forces which have created affordable housing programs under 40B or modified existing 40B regulations/guidelines over time.

The various roles SEB has been asked to play in the development process include:

- Property specific analysis and evaluation
- Site control negotiations
- Preliminary site planning and concept origination
- Financial/pro forma analysis
- Assembling the development team
- Securing construction/permanent loans
- Application (site approval, comprehensive permit, etc.) preparations/submittals
- Leading public presentations/ZBA hearings
- Negotiations on final permits and review of regulatory agreements
- Expert witness at the Housing Appeals Committee
- Lottery agent / Affordable housing administrator
- Acquisition and due diligence assistance of existing 40B developments

# Representative Sample of Projects

**The Terraces**
Newton
Developer
48 for-sale units

**Charles River Landing**
Needham
Permitting
350 rental units

**Chrysler Apartments**
*(Currently Avalon Natick)*
Natick
Permitting
543 rental units

**Ink Block**
Boston
Lottery Agent
392 Rental & for-sale units

**Greendale Village**
Needham
Developer
20 for-sale units

## SEB Contact Information


**SEB, LLC**
165 Chestnut Hill Avenue, Unit #2
Brighton, MA 02135
(617) 782-2300
www.s-e-b.com

**Brian Engler**
Lottery Director / VP
(617) 782-2300 x203
brian@s-e-b.com

**Bob Engler**
President
(617) 782-2300 x201
Bob@s-e-b.com

**Geoff Engler**
Vice President
(617) 782-2300 x202
gengler@s-e-b.com

11 Beacon Street
Boston, MA 02108
www.kigadvisors.com

KIG is a Boston-based Real Estate Investment and Development firm whose founder has invested over $2.5 billion in commercial real estate in the Boston area on behalf of institutional investors. KIG leverages this experience to provide its private and institutional clients with Investment, Development, and Land Use Advisory Services. KIG's founder has led many notable transactions in the Boston area, including the foreclosure and repositioning of the John Hancock Tower, development of Troy Boston, the successful award of public land dispositions with MassDOT and MBTA, and the assemblage of 41 acres at Center 128 in Needham, which included the development of the all new TripAdvisor Global Headquarters.

| INVESTMENT | DEVELOPMENT | LAND USE |
|---|---|---|
| KIG's senior management has invested in over $5 billion of commercial real estate Investments and Developments on behalf of institutional clients while at UBS, JP Morgan Investment Management and Normandy Real Estate Partners. KIG's investment strategy is to focus on assets where permitting, redevelopment, repositioning or a change of use creates a unique value proposition that can only be manufactured with a deep understanding of local legal, political and market-driven dynamics. | Providing Fee Development and Development Advisory Services, KIG brings over $2 billion in development experience to its clients in office, mixed-use, residential, hospitality and medical office product types. From conceptual design and permitting to execution of the vertical development, KIG brings a strong track record of delivering projects on-time and on-budget for its corporate and institutional clients. | KIG brings extensive Land Use planning and permitting expertise to its clients, having completed over 3 million square feet of permitting, master-planning and re-zoning activities since 2006 in Boston, along the 128 Corridor and in Westchester County, NY. By bringing a new way to look at a property's current use, KIG has been able to unlock unparalleled value for its clients and investors by identifying the property's highest and best use, then mapping out and executing on a successful zoning and permitting strategy with local municipalities and state agencies. |
| **KIG Investment Advisory Services include**:<br>• Sourcing Investments & Acquisition Due Diligence<br>• Joint Venture Structuring & Negotiation<br>• Financing & Disposition Analysis | **KIG Development Advisory Services include**:<br>• Development & Execution of Permitting Strategies<br>• Conceptual, Project Design & Budgeting<br>• Development Management Services | **KIG Land Use Advisory Services include**:<br>• Land Use Feasibility Analysis<br>• Site and Project Master-Planning<br>• Zoning and Permitting Approval Services |

## KIG LEADERSHIP

Justin Krebs, President of the Krebs Investor Group ("KIG"), leads the activities of the KIG team in all facets of its investment, development and land use strategies. A seasoned Boston area Investor and Developer who opened and built Normandy Real Estate Partners' Boston platform, which under his leadership grew to $2.5 billion in asset value and a portfolio of over 5 million square feet of commercial property. During his tenure, he led many high profile projects, including the 2009 foreclosure and successful repositioning of the John Hancock Tower, which won the Pension Real Estate Association's Deal of the Year, redevelopment of the historic Ames Hotel in Boston, the permitting, construction and delivery of the 378-unit Troy Boston luxury residential project, the award of Parcel 9 on the Rose Kennedy Greenway and the Riverside Station Redevelopment under competitive bid processes with MassDOT and the MBTA. In addition, he has an exceptional track record of developing headquarters and large corporate facilities for the Commonwealth's leading technology companies, including TripAdvisor's Global Headquarters in Needham and Adobe's LEED Certified Platinum project in Waltham. More recently, KIG acted as Developer providing fee development services to Trans National Properties on their proposed 1.7 million square foot mixed-use office tower at Winthrop Square and the design and permitting of 2 Charlesgate, a proposed 295-unit condo and apartment project in the Fenway. KIG is also completing the design and permitting of the Residences at Forest Ridge, a 295-unit luxury residential project in Winchester, MA, on its own account and providing development advisory services on a 580,000 square foot mixed-use transit oriented development in Newton. During the first half of his career, Justin gained extensive Acquisitions experience for institutional investors as a Senior Vice President at JP Morgan where he led over $5 billion in acquisitions and developments on the East Coast, and at UBS where he was a Vice President of acquisitions and invested over $500 million in equity for foreign sovereign investment.

## EXPERIENCE & TRACK RECORD OF SUCCESS

**$5 Billion Invested** • **3 Million SF Permitted** • **10 Million SF in Acquisitions** • **20 Joint Ventures Structured**

Provided below is more detail on recently completed development projects lead by Mr. Krebs in Boston and the metropolitan area, which involved complex permitting, development, construction, acquisition and financing structures.

## INVESTMENT

*John Hancock Tower (200 Clarendon), Boston, MA*
*$930 Million Sale after Repositioning*

While at Normandy Real Estate Partners, Mr. Krebs lead the team in the foreclosure, repositioning and sale of the 1.8 million square foot John Hancock Tower after its previous owner put one of Boston's most iconic office towers into foreclosure. The asset was stabilized and sold for $930 million, returning a $180 million profit in just 24 months to its investors after a substantial capital improvement program and securing Bain Capital as an anchor tenant. The $80 million capital improvement plan included replacement of the building's heating and cooling infrastructure, the addition of a 170-space executive parking garage underneath the building, extensive improvements to its 2300-space Clarendon Street parking garage, renovation of the two lobbies and the addition of the 20,000 square foot Blue Glass café. In addition, Mr. Krebs was instrumental in the successful courting and lease negotiations with Bain Capital who moved to the John Hancock Tower for a 250,000 square foot leasing requirement that resulted in a successful sale of the stabilized project to Boston Properties.

*99 Summer Street*
*$111 Million Sale after Repositioning*

Mr. Krebs led the acquisition and subsequent repositioning and re-leasing effort for this downtown office tower. The property was acquired in 2007 for $70 million and after a $5 million capital improvement program which included lobby and common area renovations and mechanical upgrades, the property was stabilized and sold in 2013 for $111 million generating a $25 million profit for its investors.

**DEVELOPMENT**

*Troy Boston, Boston, MA*
*$200 Million Ground-Up Development*

Mr. Krebs acquired the 1.3-acre parking lot and proposed a pioneering development in 2006, which was a catalyst for the redevelopment of the area, including the Herald's decision to sell what is now the Ink Block. Mr. Krebs actively worked with the Boston Planning and Development Agency on the Albany-Harrison corridor master-plan, which successfully spurred significant investment in the area. Mr. Krebs co-developed the Project with Gerding Edlen, a Portland based developer who shared his focus on highly sustainable residential developments, and leveraged strong alignments with union-based investment funds, which helped capitalize the project. Troy Boston is a $200 million multi-family project located in the in the South End, and incudes 378-unit residential development consisting of a 20-story residential tower located along Traveler Street with views to downtown, and an 11-story mid-rise residential building facing East Berkeley and Albany Streets. Both buildings feature restaurant space at ground level, plus amenity space, two roof decks, a pool and a 3-level above-ground parking garage with approximately 180 parking spaces to serve all components of the mixed-use development.

*TripAdvisor Global Headquarters*
*290,000 SF Build-to-Suit*

As part of a 41-acre assemblage in Needham completed between 2010-2013, Mr. Krebs lead the pursuit of TripAdvisor for a 450,000 square foot global headquarters requirement, including tenant lease negotiations, project design and development and construction. The headquarters was sold to an institutional investor for $133 million, netting a $36 million profit for its investors and launching Center 128 as a premiere suburban mixed-use development.

*Overlook Center, Waltham, MA*
*110,000 SF Build-to-Suit Regional HQ for Adobe Systems*

Mr. Krebs acquired the highly-visible site along Route 128 in Waltham, and permitted the site for an 110,000 square foot Class A building. Mr. Krebs secured Adobe Systems and constructed the first LEED certified Platinum office project completed in the Boston suburbs called Overlook Center. The six-story building is adjacent to Route 128 and features a glass wall topped with an illuminated mast, which is visible to commuters traveling north and south. The building contains a two-story lobby, concierge, café, fitness center and a four-level parking garage. Mr. Krebs led all facets of the project, including permitting, design, financing, development, construction, and the build-to-suit lease negotiations with Adobe.

*2 Charlesgate, Boston MA*
*Proposed $250 Million Residential Project*

KIG is leading all facets of the proposed residential project, including permitting, design, financing, development and construction of this Project for Trans National Properties. The 295-unit apartment and condominium project will have a significant impact on the gateway to the Fenway neighborhood, and includes substantial mitigation and improvements to the Boylston and Ipswich Street corridors. The project will also involve major improvements to public open space, pedestrian safety and enhance the blighted Ipswich Street corridor near Fenway Park.

## LAND USE

*Center 128, Needham, MA*
*Master-Planned Mixed-Use Park*

Over a period of three years, beginning in 2010, Mr. Krebs acquired, assembled and permitted three tracts of land totaling 41-acres in the New England Business Park (first master-planned industrial park in the nation) and worked with the Town of Needham to re-zone the area into a suburban based technology park. Through the re-zoning, Mr. Krebs received entitlements for 1.8 million square feet of mixed-use development, including office, hospitality, residential and retail uses. The development was kicked off with a five-story Marriott Residence Inn with 128

rooms, and shortly thereafter Mr. Krebs secured TripAdvisor, the world's leading technology travel firm, for a 450,000 square foot global headquarters office complex. He also led the build-to-suit lease negotiations with TripAdvisor and was able to secure Tax Incremental Financing from the Commonwealth for the development. The park also incorporates a 390-unit residential apartment project, which Mr. Krebs secured Toll Brothers to purchase the property upon entitlements. The Center 128 Project was a key catalyst to the Needham Newton Chamber of Commerce's development of the N2 corridor and helped the Town of Needham secure a $2 million MassWorks grant for roadway improvements on Needham & Highland Avenues, in addition to over $2 million in mitigation projects provided by the Developer.

*Riverside Station, Newton, MA*
*Transportation Oriented Development*

Beginning in 2007, after the acquisition of the abutting Holiday Inn hotel, Mr. Krebs commenced discussions with the MBTA to issue an RFP for the redevelopment of this 1,000-space parking lot at the Riverside MBTA station in Newton, MA. The MBTA issued an RFP in 2009, and at the conclusion of the competitive process, the site was awarded and a long-term lease was signed with the MBTA. In 2010, Mr. Krebs began the permitting process with the City of Newton. After a two and a half year re-zoning and permitting process, the project was approved in 2012 for a 580,000 square foot mixed-use project, including a 290-unit apartment project, a 10-story, 225,000 square foot office building and 25,000 square feet of service retail. This was the largest project ever approved in Newton. Mr. Krebs is current working with the ownership group and the MBTA to commence construction of the MBTA garage and advance the vertical development of this project.

## WHY CHOOSE KIG?

### Investment & Development Experience

KIG offers its clients and partners over $7 billion in aggregate investment and development experience in all major sectors of commercial real estate including; office, industrial, multifamily, mixed use, hospitality and retail. If you have thought of it, we have likely executed it.

### In-Depth Market Knowledge

With over $3 billion of acquisitions experience and millions of square feet of leasing transactions in Boston and the Route 128 corridor, KIG has a deep knowledge of the market dynamics within these markets. In addition, KIG has strong relationships with Owners, Leasing Agents and Capital Markets Professionals based on 20 years of successful transactions. This brings KIG and its clients an unparalleled level of credibility.

### Deep-Rooted Political and Municipal Relationships

KIG has strong relationships with state and local agencies, including the Boston Planning & Development Agency, MassDOT and the MBTA, as well as local planning and development agencies in Boston's bedroom communities including Newton, Needham, Framingham and Waltham. These relationships are based on a 20-year history of delivering successful projects in Boston and these suburban communities.

# Allen & Major Associates, Inc.
# Summary of Qualifications

## Civil Engineering Division

ALLEN & MAJOR ASSOCIATES, INC.

# CIVIL ENGINEERING DIVISION

**Offices:**
100 Commerce Way
Woburn, MA 01801
Tel: (781) 935-6889
Fax: (781) 935-2896

400 Harvey Road
Manchester, NH 03103
Tel: (603) 627-5500
Fax: (603) 627-5501

10 Main Street
Lakeville, MA 02347
Tel: (508) 923-1010
Fax: (508) 923-6309

**Services Overview:**

A&M offers civil engineering design and project management for site development/re-development and infrastructure projects for both the public and private sectors. We offer services for the built environment from schematic design, to design development, through construction completion. Our portfolio of experience encompasses residential, commercial, corporate, industrial, institutional, academic development and public sector projects. Our goal is to provide our clients with a single source for all their project design and development needs. Our Civil Engineering Services include:

- *Due Diligence Studies*
- *Site Feasibility Studies*
- *Master Planning*
- *Utility, Grading and Drainage Design Services*
- *Site Development/Re-Development & Subdivision Design*
- *LEED Planning, Implementation and Reporting*
- *Public Hearing Presentations*
- *Federal, State and Local Permitting Services*
- *Construction Consultation*
- *Peer Review Services*

A&M's professional engineering team has the experience, expertise and technical aptitude to help our clients see their visions come to life. A&M strives to provide innovative and technically sound development solutions while preserving our roles as environmental stewards. We are proud members of the US Green Building Council (USGBC) and support sustainable construction, Best Management Practices (BMPs) and renovation initiatives.

**Sample Projects:**

- Brightview Assisted Living – Billerica, MA
- Cambridge Center – Cambridge, MA
- CVS Corporate Campus – Woonsocket/Cumberland, RI
- Dave & Buster's – Woburn, MA
- Elan Union – Watertown, MA
- Legacy Place – Dedham, MA
- Oak Point – Middleboro, MA
- Rosebrook Office Park – Wareham, MA
- The Victor Apartments – Boston, MA
- Trade Center 128 – Woburn, MA
- Winchester Hospital - Winchester, MA
- North Shore Crossing – Beverly, MA
- Northern Bank and Trust – Woburn, MA
- Jefferson Park State & Federal –
- Cambridge, MA
- The Chocolate Factory – Mansfield, MA
- Ledges at Woburn – Woburn, MA
- Brightview Canton – Canton, MA
- Stone Place – Melrose, MA
- Super Walmart – Saugus, MA
- The Point – Littleton, MA
- ALTA at Legacy Farms – Hopkinton, MA
- MGM – Springfield, MA

U.S. GREEN BUILDING COUNCIL MEMBER

ALLEN & MAJOR ASSOCIATES, INC.

# CIVIL ENGINEERING DIVISION

**Offices:**
100 Commerce Way
Woburn, MA 01801
Tel: (781) 935-6889
Fax: (781) 935-2896

400 Harvey Road
Manchester, NH 03103
Tel: (603) 627-5500
Fax: (603) 627-5501

10 Main Street
Lakeville, MA 02347
Tel: (508) 923-1010
Fax: (508) 923-6309

**Representative Clients:**

A.D. Makepeace Company
Abacus-Eisen Architects
American Retail Properties
Architectural Team, Inc. (The)
Arrowstreet
Atlantic Retail Properties
B.E.R Engineering
Baker/Wohl
Benchmark Senior Living
Bergmeyer Associates, Inc.
Berkshire Residential Development
BKA Architects
Boston Properties, Inc.
Boston Realty Advisors
Bowdoin Construction Corp.
Boylston Properties Company
Brightview Senior Living
Brixmor
Brown Rudnick Berlack Israels
Brown, Lindquist, Fenuccio, Raber Architects
Cabot, Cabot & Forbes
Callahan, Inc.
CEA Group, Inc.
Classic Site Solutions, Inc.
CM&B
Commodore Builders
Construction Source Management
Criterion Development Partners
Davenport Properties
Dellbrook
DiGiorgio Associates, Inc.
DiMella Shaffer Associates
Dolben Company, Inc.
Elkus /Manfredi Architects, LTD
Fairfield Residential
Federal Realty Investment Trust
Form & Place
Grossman Development Group
Gutierrez Company (The)
HDS Architecture, Inc.
KeyPoint Partners, LLC
KGI Properties, LLC
LCB Senior Living
Leggat McCall Properties
Linear Retail Properties, LLC
MGM Resorts International
Mill Creek Residential Trust, LLC
National Amusements, Inc.
National Development
New England Construction
Paragon Outlet Partners, LLC
Perkins + Will
Phase Zero Design
Plumb House
Prellwitz Chilinski Associates
Princeton Properties
Pro Con, Inc.
Riemer & Braunstein, LLP
Riverside Properties
RMD, Inc.
Rob Bramhall Architects
Rubinstein Partners
Sam Park & Company
Saxon Real Estate
Shelter Group, LLC, The
Simpson Housing
SN Consulting Group LLC
Spagnolo Gisness & Associates, Inc.
Starck Architects
Studio Troika Inc.
Summit Realty Partners
Thayer & Associates, Inc.
Tishman Construction
Toll Brothers Apartment Living
Urbanica
VMY Architects

U.S. GREEN BUILDING COUNCIL MEMBER

ALLEN & MAJOR
ASSOCIATES, INC.

**Offices:**
100 Commerce Way
Woburn, MA 01801
Tel: (781) 935-6889
Fax: (781) 935-2896

400 Harvey Road
Manchester, NH 03103
Tel: (603) 627-5500
Fax: (603) 627-5501

10 Main Street
Lakeville, MA 02347
Tel: (508) 923-1010
Fax: (508) 923-6309

# CIVIL ENGINEERING DIVISION

**Representative Clients/Local, Federal, Municipal and Public:**

Department of Housing and Community Development (DHCD)
Woburn Redevelopment Authority
Massachusetts Department of Fish and Wildlife
Massachusetts Port Authority (MassPort)
Various Local Housing Authorities
Department Of Conservation and Recreation (DCR)
Boston Redevelopment Corp
City of Boston Public Facilities

**Awards:**

*2017 James D.P. Farrell Award for Brownfield's Project of the Year – Hilton Homewood Suites, Chelsea MA.*

*2016 American Civil Engineering Companies Engineering Excellence Bronze Award*
*Brightview Canton, Canton MA*

*2016 American Civil Engineering Companies Engineering Excellence Bronze Award*
*Benchmark at Woburn, Woburn MA*

*2016 American Civil Engineering Companies Engineering Excellence Bronze Award*
*The Point, Littleton MA*

*2016 Plan NH Merit Award*
*University Edge, Durham NH*

*2014 American Civil Engineering Companies Engineering Excellence Bronze Award*
*620 Washington Street (Winchester Hospital), Winchester MA*

*2012 NH American Society of Civil Engineers Outstanding Engineering Achievement Award*
*Enterprise Bank, Pelham NH*

U.S. GREEN BUILDING COUNCIL MEMBER

ALLEN & MAJOR ASSOCIATES, INC.

**Offices:**
100 Commerce Way
Woburn, MA 01801
Tel: (781) 935-6889
Fax: (781) 935-2896

400 Harvey Road
Manchester, NH 03103
Tel: (603) 627-5500
Fax: (603) 627-5501

10 Main Street
Lakeville, MA 02347
Tel: (508) 923-1010
Fax: (508) 923-6309

# ENVIRONMENTAL CONSULTING SERVICES

**Services Overview:**

Environmental services are crucial for successful development of a project while at the same time protecting our human and natural environment. A&M knows that environmental compliance can be the biggest challenge to any project and having a thorough and complete understanding of the ever changing regulations and requirements is the most valuable tool to a successful project. A&M applies an interdisciplinary team approach to the design of a project while stressing the avoidance and minimization of adverse impacts to the environment. This interdisciplinary approach has allowed A&M to establish and maintain excellent working relationships with resource and permitting agencies while also saving our clients critical time and money.

Our Environmental Consulting Services include:

- *Wetland Delineation (See below for additional information)*
- *Local, State and Federal Permitting*
- *Wetland Replication Design*
- *Massachusetts Endangered Species Act (MESA) Filings*
- *Chapter 91 Applications*
- *Massachusetts Natural Heritage & Endangered Species (NHESP) Review*
- *National Pollutant Discharge Elimination System(NPDES) Filings*
- *Stormwater Pollution Prevention Plans (SWPPP)*
- *FEMA Elevation Certificates and Letter of Map Amendments (LOMAs)*
- *Massachusetts Environmental Policy Act (MEPA) Filings*

**Massachusetts Wetlands:**

A&M provides services to delineate and field-locate wetland areas. Services include delineation of Bordering Vegetative Wetland (BVW), Bank Riverfront Area, Land Subject to Flooding and other Resource Areas protected under the Massachusetts Wetland Protection Act. Other types of services include but is not limited to review of Natural Heritage Atlas for any rare or endangered species or vernal pools, and determination of stream status, whether intermittent or perennial.

**Sample Projects:**

**Bordering Vegetated Wetlands & Bank, & Riverfront:**

- Peterson Tent –Woburn, MA
- Rockport MA Housing Authority – Millbrook Park
- 1330 – 1342 West Central Street – Franklin, MA
- Oxford Crossing –Oxford, MA
- 22 Mill Street – Arlington, MA

U.S. GREEN BUILDING COUNCIL MEMBER

ALLEN & MAJOR ASSOCIATES, INC.

**Offices:**
100 Commerce Way
Woburn, MA 01801
Tel: (781) 935-6889
Fax: (781) 935-2896

400 Harvey Road
Manchester, NH 03103
Tel: (603) 627-5500
Fax: (603) 627-5501

10 Main Street
Lakeville, MA 02347
Tel: (508) 923-1010
Fax: (508) 923-6309

# ENVIRONMENTAL CONSULTING SERVICES

**Bordering Vegetated Wetlands:**

- Showcase Cinemas – Lowell, MA
- 135 Second Ave – Waltham, MA
- FEDEX – Wilmington, MA

**Coastal Bank:**

- 267-269 Humphrey Street – Swampscott, MA

**Chapter 91:**

- **Negative Determination:** Riverbend on the Charles – Watertown, MA
- **Negative Determination:** Lumiere Apartments – Medford, MA

**MESA:**

- **Negative Determination:** ALTA Audubon Road – Wakefield, MA

**NPDES:**

- Legacy Place – Dedham, MA
- Benchmark at Woburn – Woburn, MA

**FEMA Letter of Map Amendment (LOMA):**

- Taj Estates – Stoughton, MA
- Market Basket – Ashland, MA

**MEPA:**

- FEIR –Legacy Place –Dedham, MA
- FEIR – Center at Lenox – Lenox, MA
- FEIR – Walmart Superstore – Saugus, MA
- FEIR – Oxford Crossing – Oxford, MA
- ENF –Woburn Parking Garage – Woburn, MA
- ENF – The Key – Franklin, MA
- ENF – Paragon Mall – Plymouth, MA

**Representative Clients/Local, Federal, Municipal and Public:**

| | |
|---|---|
| National Amusements | Indian Ridge Country Club |
| Criterion Development Partners | Capital Group Properties, LLC |
| Wood Partners | WS Development |
| Mount Hood Golf Course | RMD Companies |
| National Development | Dacon Corp. |
| Alliance Residential | Cummings Properties |
| Planning Office for Urban Affairs | Various Local Housing Authorities |

Department of Housing and Community Development (DHCD)

U.S. GREEN BUILDING COUNCIL MEMBER

ALLEN & MAJOR ASSOCIATES, INC.

**Offices:**
100 Commerce Way
Woburn, MA 01801
Tel: (781) 935-6889
Fax: (781) 935-2896

400 Harvey Road
Manchester, NH 03103
Tel: (603) 627-5500
Fax: (603) 627-5501

10 Main Street
Lakeville, MA 02347
Tel: (508) 923-1010
Fax: (508) 923-6309

**Professional Registrations:**

MA License #45190
CT License #21386
NH License #12916

# TIMOTHY J. WILLIAMS, PE – PRINCIPAL

**Bio:**

*Tim Williams serves as Principal-in-Charge of the Woburn Civil Engineering Division. Tim's extensive background includes planning, design and permitting of numerous public, municipal and private sector projects. He has been responsible for preliminary design through construction administration on large scale projects ranging from commercial/mixed use to residential, industrial and including infrastructure. Tim's diverse background also includes specification writing, quantity cost estimation, field studies, investigations and analysis as well as construction observation and administration of final designs.*

*Recognized for his expertise and ability, he has managed the design efforts for some of the most significant projects within the firm including Legacy Place in Dedham, an award winning open air lifestyle retail center that was one of the largest mixed-use developments in the Northeast.*

*Tim holds a Bachelor of Science in Engineering from Central Connecticut State University and is registered as a Professional Engineer (PE) in Massachusetts, New Hampshire and Connecticut. He is also a Member of the American Society of Civil Engineers (ASCE) and the Boston Society of Civil Engineers (BSCE).*

**Representative Projects:**

Residential:

- Everly Apartments – Wakefield, MA
- ALTA Brigham Square – Arlington, MA
- Residences on the Charles – Watertown, MA
- Lumiere Apartments – Medford, MA
- Talia Apartments – Marlborough, MA
- Mave Apartments – Stoneham, MA
- Langwood Commons, Stoneham, MA

Commercial:

- Legacy Place – Dedham, MA (*ASCE Outstanding Civil Engineering Project of the Year 2012*)
- MGM Springfield – Springfield, MA
- Walmart Supercenter – Northbridge/Pittsfield, MA
- Oxford Crossing – Oxford, MA
- Shoppes at Lennox – Lennox, MA
- Marketplace at Augusta – Augusta, ME
- Woburn Landing – Woburn, MA

Institutional:

- Winchester Hospital Center for Cancer Care and Ambulatory Surgery Center– Winchester, MA (*ACEC Bronze Award for Engineering Excellence 14'*)
- Brightview Concord River – Billerica, MA
- Brightview at Canton – Canton, MA

Municipal:

- Department of Housing and Community Development (DHCD) – Various
- Department of Community Asset Management (DCAM) – Various locations.
- Massachusetts Department of Transportation ( MassDOT)

Specialty:

- Logan ConRAC – Boston, MA

Email: twilliams@allenmajor.com

ALLEN & MAJOR ASSOCIATES, INC.

**Offices:**
100 Commerce Way
Woburn, MA 01801
Tel: (781) 935-6889
Fax: (781) 935-2896

400 Harvey Road
Manchester, NH 03103
Tel: (603) 627-5500
Fax: (603) 627-5501

10 Main Street
Lakeville, MA 02347
Tel: (508) 923-1010
Fax: (508) 923-6309

**Professional Registrations:**

MA License #1355
NH License #030
RI License #444
ME License # LAR4194

# ROBERT P. CLARKE, PLA, ASLA – PRINCIPAL

**Bio:**

*Bob Clarke serves as Principal-in-Charge of both civil engineering and landscape architectural projects. Bob's approach to site development is differentiating. As a landscape architect, his approach to a project always starts with the aspiration to preserve and rehabilitate the natural environment while demonstrating his commitment to create exceptional and enduring spaces. As a civil engineer, his ability to see creative solutions to site constraints, work within limited budgets and time sensitive deadlines, and navigate the complex state and local permitting process minimizes the pressure that is part of the decision making process for the client. Combined, both approaches allow for exploration of design solutions that can advance projects beyond the typical or expected.*

*His extensive experience in both site development and landscape architecture is illustrated in his broad breadth of projects including master planning, urban design, stormwater mitigation, corporate and institutional landscapes, wetland replication and several award winning projects highlighting both disciples.*

*Bob holds a Bachelor of Science in Landscape Architecture from the University of Massachusetts, Amherst and is registered as a Professional Landscape Architect (PLA) in Massachusetts, New Hampshire and Rhode Island. He is also a Member of the American Society of Landscape Architects (ASLA) and a Council of Landscape Architectural Registration Boards (CLARB) Certified Landscape Architect.*

**Representative Projects:**

Residential:

- ALTA Stone Place/ 2 Washington Street – Melrose, MA
- Princeton at Westford – Westford, MA
- Tidewater at Salisbury – Salisbury, MA
- Taj Estates – Stoughton, MA

Commercial:

- Enterprise Bank—Pelham, NH (*NH ASCE Outstanding Civil Engineering Project of the Year 2012*)
- Silver Square – Dover, NH
- Super Walmart – Saugus, MA
- CVS Corporate Campus – Cumberland/Woonsocket, RI
- Trade Center 128 – Woburn, MA (LEED Gold Certified)
- Sport Center Complexes – Saugus, MA, Worcester, MA and Middleton, MA

Institutional:

- Winchester Hospital Healing Garden – Winchester, MA (*ACEC MA 2014 Bronze Award for Outstanding Professional Design Excellence*)
- Southern NH Medical Centers – Various Locations

Hospitality:

- The Chelsea Residence Inn by Marriott – Chelsea, MA (*City of Chelsea Project of the Year 2012*)
- AC Marriott – Worcester, MA

Municipal:

- City of Manchester Master Plan – Manchester, NH

Specialty:

- Indian Ridge Country Club – Andover, MA
- Wiggins Airway Hanger Addition – Manchester, NH

Email: rclarke@allenmajor.com

ALLEN & MAJOR ASSOCIATES, INC.

**Offices:**
100 Commerce Way
Woburn, MA 01801
Tel: (781) 935-6889
Fax: (781) 935-2896

400 Harvey Road
Manchester, NH 03103
Tel: (603) 627-5500
Fax: (603) 627-5501

10 Main Street
Lakeville, MA 02347
Tel: (508) 923-1010
Fax: (508) 923-6309

**Professional Registrations:**

MA License #47083
CT License #26532
RI License #8972
MA Soil Evaluator #SE2786
MA Title 5 System Inspector #SI4419

www.allenmajor.com

# PHILIP CORDEIRO, PE

## BRANCH MANAGER/PROJECT MANAGER – LAKEVILLE

**Bio:**

*Phil has a wide range of project experience in municipal, residential, corporate, industrial, and retail development. His diverse background in civil engineering, including site engineering, drainage design, hydrology and hydraulics, water resources, sanitary sewer and septic system design provides a full range of civil engineering knowledge and expertise to the design process. He is directly involved in bringing projects through local and state permitting agencies utilizing his excellent public speaking ability and organizational skills. Phil has indispensable hands on field experience having managed construction administration tasks for many projects to date and is able to anticipate and work through site challenges and design issues.*

*Phil's primary responsibilities are to prepare drawing to conform to local, state and federal construction regulations as well as to local and state zoning ordinances. Consult with local, state and federal officials regarding positive impacts of a project for the community and surrounding area. Design roadways to meet and exceed local and state regulations, design stormwater management and sanitary sewer systems as well as water distribution systems to meet local and state zoning ordinances and regulations.*

*Phil is trained in AutoCAD/LLD 2010, Microsoft Word, Excel, Power Point and HydroCAD applications. He holds a Bachelor of Science in Civil Engineering from the University of Massachusetts, Dartmouth, MA.*

**Representative Projects:**

Commercial:

- The Point – Littleton, MA (ACEC Bronze Award for Engineering Excellence 16')
- Wellesley Toyota – Wellesley, MA
- BJ's Regional Distribution Center – Uxbridge, MA

Residential:

- Oak Point – Middleborough, MA
- Weston Woods – Franklin, MA
- Blueberry Estates – Lakeville, MA
- Residences at the Hendries Building – Milton, MA
- Ashland Rail Transit Residential Development – Ashland, MA

Mixed Use:

- 495 Business Center – Tewksbury, MA
- The Chocolate Factory – Mansfield, MA

Municipal:

- Plainville Department of Public Works – Plainville, MA

Institutional:

- Abbvie Bioresearch Center – Worcester, MA
- Lyne Laboratories – Brockton, MA

Specialty:

- Office of the Massachusetts Attorney General - Eminent Domain

Email: pcordeiro@allenmajor.com

ALLEN & MAJOR ASSOCIATES, INC.

**Offices:**
100 Commerce Way
Woburn, MA 01801
Tel: (781) 935-6889
Fax: (781) 935-2896

400 Harvey Road
Manchester, NH 03103
Tel: (603) 627-5500
Fax: (603) 627-5501

10 Main Street
Lakeville, MA 02347
Tel: (508) 923-1010
Fax: (508) 923-6309

# MAVE APARTMENTS – STONEHAM, MA

**Client:**
*Fairfield Residential*

**Project Type:**
*Multi-Family Residential*

**Statistics:**
*65,609 sq. ft.*
*298 Units with Parking*

**Project Highlights:**

Allen & Major Associates, Inc. in partnership with Fairfield Residential has provided full site design, engineering, land survey, local permitting, and construction services for this multi-family residential project. Additional services include wetlands replication design, permitting with the Stoneham Planning Board and Conservation Commission, and support to the project team for the Massachusetts Environmental Policy Act (MEPA) Notice of Project Change (NPC). The project is located at 225 Fallon Road within both the Town of Stoneham and Town of Winchester, MA.

Known as the former A.W. Chesterton site, the 16 acre parcel consisted of wooded uplands, wooded wetland pockets, ledge outcrops, crumbling pavement areas, and a vacant 65,609± SF building. The full site redevelopment consists of two 4 story residential buildings containing a total of 298 housing units, a four-level parking garage providing approximately 337 parking spaces, at grade site parking for approximately 206 spaces, and a planted earthen berm for buffering to the adjacent neighborhood. Residential amenities include a clubhouse with outdoor pool and jacuzzi, sidewalks, courtyard gathering nodes with barbecues, and an enclosed dog-park. A&M designed a stormwater management system which was an enhancement over the limited stormwater systems in place which allowed unmitigated stormwater to discharge to the existing woods and wetlands. The proposed stormwater systems reduced peak flows, promote stormwater infiltration, and provided improved treatment of stormwater quality that is a benefit to the site and adjacent wetland resources. Additional site improvements include the creation of additional wetland resource areas onsite. Through a coordinated team approach, the project is an example of how thoughtful site design and planning can allow for productive re-use of a site.

U.S. GREEN BUILDING COUNCIL MEMBER

www.allenmajor.com

ALLEN & MAJOR ASSOCIATES, INC.

# THE CHOCOLATE FACTORY – MANSFIELD, MA


**Offices:**
100 Commerce Way
Woburn, MA 01801
Tel: (781) 935-6889
Fax: (781) 935-2896

400 Harvey Road
Manchester, NH 03103
Tel: (603) 627-5500
Fax: (603) 627-5501

10 Main Street
Lakeville, MA 02347
Tel: (508) 923-1010
Fax: (508) 923-6309

**Client:**
*Chocolate Factory LLC*

**Project Type:**
*Adaptive Re-Use/Renovation*

**Statistics:**
*130 Units Residential*
*35,000 SF Commercial*

**Project Highlights:**

A&M completed services for the redevelopment of the former Lowney Chocolate Factory site into a 130 residential unit apartment complex with 35,000 square feet of mixed use space. The project is an Adaptive Reuse of Historic Structures on a 14.9 acres lot along the commuter rail corridor through the Town of Mansfield close to the Main Street district.

The site was designed and permitted in a joint effort with the developers, the Chocolate Factory LLC, and the National Parks Service to maintain the site's status on the Historic register. The site plan incorporates elements of modern urban planning standards but with nuances that showcase the architectural aspects of the structure, including its noticeable tower elements. A&M worked closely with local officials during the design process in coming up with a site plan and associated landscaping that accomplished the goals of the local zoning requirements, respected the historical nature and character of the site while also enhancing the pedestrian access and experience along the Oakland Street corridor. Careful consideration was given to ensuring that the site plan would allow for a number of mature existing trees to remain and become a vital part of the design.

Plant species were selected that would utilize a number of native species along with drought tolerant species to minimize the need for extensive irrigation. The landscaping, lighting, paving, painting and other improvements to the buildings and grounds will significantly enhance the local value of the surrounding properties.

A&M provided all levels of service for this project including: environmental site assessment for areas of conservation jurisdiction; civil site design and permitting; and land surveying. The project directly abuts the northeast corridor of the AMTRAK/MBTA rail service lands. Portions of the property contained former sidings off the rail lines that delivery cocoa powder and milk to the factory processing areas. While the rails will be removed, the site design had to accommodate the close association with the rails including fabrication of sound and visual barriers.

U.S. GREEN BUILDING COUNCIL MEMBER

ALLEN & MAJOR ASSOCIATES, INC.

**Offices:**
100 Commerce Way
Woburn, MA 01801
Tel: (781) 935-6889
Fax: (781) 935-2896

400 Harvey Road
Manchester, NH 03103
Tel: (603) 627-5500
Fax: (603) 627-5501

10 Main Street
Lakeville, MA 02347
Tel: (508) 923-1010
Fax: (508) 923-6309

# ROSEBROOK BUSINESS PARK – WAREHAM, MA

**Client:**
*AD Makepeace Co.*

**Project Type:**
*Medical Office*

**Statistics:**
*66,000 sq. ft. Building with Associated Parking*

**Project Highlights:**

- Prepared the site design for this 66,000 square foot medical office building that is part of three such buildings to be constructed in the Rosebrook portion of Wareham's Business Development Overlay District.
- Design includes Low Impact Design (LID) techniques including porous pavement and rain garden basins.
- Land survey included property line, lot consolidation and construction layout surveys.
- Prepared a Definitive Subdivision Plan of Lou Avenue as well as Consolidation Plan of the area surrounding Lou Avenue and Garage Street.
- Design of Lou Avenue extension, abandonment of a portion of the existing roadway and creation of new lots along Lou Avenue.
- Design includes a looping of the water main from Route 28 to Tihonet Road for improved water pressure and a sewage pump station.
- Potential future development of this site includes two additional office buildings and a mixed-use retail center that will include a full-service hotel, restaurant, retail space, additional office and housing.

U.S. GREEN BUILDING COUNCIL MEMBER

www.allenmajor.com

ALLEN & MAJOR ASSOCIATES, INC.

**Offices:**
100 Commerce Way
Woburn, MA 01801
Tel: (781) 935-6889
Fax: (781) 935-2896

400 Harvey Road
Manchester, NH 03103
Tel: (603) 627-5500
Fax: (603) 627-5501

10 Main Street
Lakeville, MA 02347
Tel: (508) 923-1010
Fax: (508) 923-6309

# BENCHMARK AT WOBURN, MA

**Client:**
*Benchmark Senior Living*

**Project Type:**
*Assisted Living/Memory Care*

**Statistics:**
*87 Units*

2017 American Council of Engineering Companies of MA Bronze Award Winner for Outstanding Professional Design Excellence

**Project Highlights:**

A&M provided civil engineering, land survey, environmental consulting, and landscape architecture for the Benchmark at Woburn project located at One Cedar Street in Woburn, MA. Benchmark at Woburn is an 87-unit assisted living and memory care facility.

Located on a 4.4 acre lot right at the transition of a residential neighborhood and commercial/industrial office park, the project had unique challenges from the start. The triangular shaped property resides on three busy roadways within the City of Woburn, MA and has a nearly thirty-foot grade change along the Cedar Street frontage.

Due to the undeveloped, partially vegetative nature of the existing property and its proximity to a Riverfront resource area, the project included several permitting and design hurdles. The first challenge was to re-zone the property to allow the proposed assisted living use. The successful re-zoning was achieved by presenting a comprehensive design to the City Council and by actively engaging the neighborhood in the process with frequent neighborhood meetings. Further permitting challenges included working within the constraints of the Massachusetts Wetlands Protection Act, obtaining a Site Plan Special Permit from the City Council, sub-dividing the parcel through the Land Court, and obtaining a MassDOT access permit.

The stormwater management system used an innovative application of a somewhat common construction material, namely corrugated metal pipe (CMP). The CMP material used was large diameter (84") aluminized steel, Type 2. The continuous run of CMP functioned for both stormwater conveyance and detention and incorporated multiple bends allowing the detention system to wrap around the southern half of the site. CMP risers on the detention system eliminated the need for pre-cast concrete manhole structures. Catch basin laterals and roof drains connected directly to the CMP detention system using integral tees.

U.S. GREEN BUILDING COUNCIL MEMBER

www.allenmajor.com

ALLEN & MAJOR ASSOCIATES, INC.

# JACKSON GARDENS & LINCOLN WAY – CAMBRIDGE, MA


**Offices:**
100 Commerce Way
Woburn, MA 01801
Tel: (781) 935-6889
Fax: (781) 935-2896

400 Harvey Road
Manchester, NH 03103
Tel: (603) 627-5500
Fax: (603) 627-5501

10 Main Street
Lakeville, MA 02347
Tel: (508) 923-1010
Fax: (508) 923-6309

**Client:**
*Baker | Wohl Architects & Cambridge Housing Authority*

**Project Type:**
*Multi-family Residential*

**Statistics:**
*Jackson Gardens-45 Units*
*Lincoln Highway-59 Units*

**Project Highlights:**

Allen & Major Associates, Inc. (A&M) in partnership with Baker | Wohl Architects and Cambridge Housing Authority provided land survey and civil engineering services for the Jackson Gardens/Lincoln Way redevelopment projects. The projects included full site design, permitting and construction oversight for the reconstruction of these two large scale residential housing developments.

The Jackson Gardens project included the redevelopment and modernization of the forty five (45) unit housing development. Design services to upgrade the entire site included existing utilities, parking areas, walkways, landscaping and building units. Specialized permitting included a Stormwater Compliance Permit as part of the City of Cambridge Land Disturbance Regulations and Comprehensive Permit.

The Lincoln Way project included the redevelopment of the existing public housing development to upgrade and replace the existing utilities, parking areas, walkways, landscaping and build six (6) new, two and a half story buildings. The project was constructed in two phases, with the southern portion of the site in the phase one, and the northern portion of the site in the second phase for a total of fifty nine (59) units.

U.S. GREEN BUILDING COUNCIL MEMBER

www.allenmajor.com

ALLEN & MAJOR ASSOCIATES, INC.

# NORTHERN BANK & TRUST – WOBURN, MA


**Offices:**
100 Commerce Way
Woburn, MA 01801
Tel: (781) 935-6889
Fax: (781) 935-2896

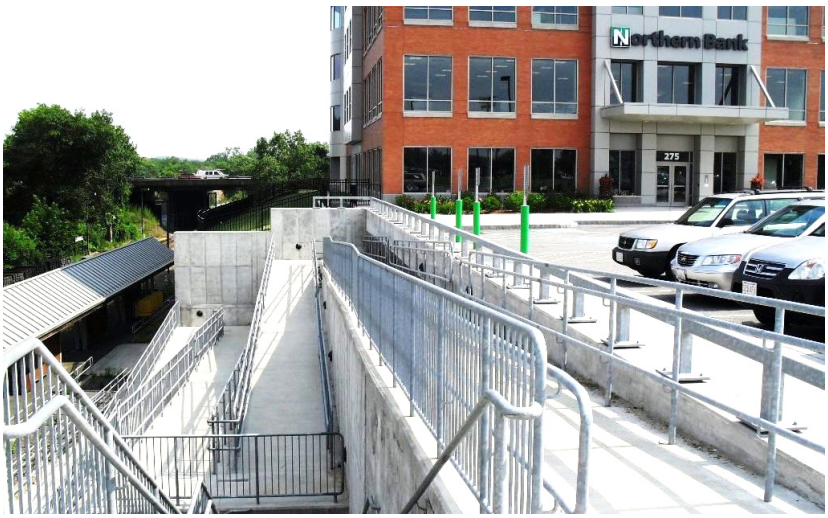
400 Harvey Road
Manchester, NH 03103
Tel: (603) 627-5500
Fax: (603) 627-5501

10 Main Street
Lakeville, MA 02347
Tel: (508) 923-1010
Fax: (508) 923-6309

**Client:**
*Northern Bank & Trust Company*

**Project Type:**
*Commercial*

**Statistics:**
*50,000 Square Feet*




**Project Highlights:**

This project is unique in that the development is adjacent to I95/128 and an active MBTA commuter rail station. In order to complete the program, direct access via a ramp system to the MBTA commuter rail station was included as part of the final layout.

The project was divided into four tasks, including rezoning, which created a Transportation Overlay District, subdivision of the site and design, permitting and construction administration.

The project consists of a 50,000 square foot, five-story building with surface and subsurface parking. Initial plans included a multi-unit residential development which did not move forward. Services included structural engineering for the design of the access ramp, land survey including the subdivision plan and landscape architectural design.

U.S. GREEN BUILDING COUNCIL MEMBER

www.allenmajor.com

ALLEN & MAJOR ASSOCIATES, INC.

# HAMPTON INN & SUITES – WORCESTER, MA


**Offices:**
100 Commerce Way
Woburn, MA 01801
Tel: (781) 935-6889
Fax: (781) 935-2896

400 Harvey Road
Manchester, NH 03103
Tel: (603) 627-5500
Fax: (603) 627-5501

10 Main Street
Lakeville, MA 02347
Tel: (508) 923-1010
Fax: (508) 923-6309

**Client:**
*Pro Con, Inc.*

**Project Type:**
*Hospitality*

**Statistics:**
*60,000 SF*

**Project Highlights:**

A&M provided civil engineering and landscape architecture services for this 100 room hotel located on Prescott Street. Civil engineering services include site design plans, stormwater management, permitting, and construction administration support. The parking area for an existing Courtyard by Marriott was reconfigured and landscape architecture services were provided to link the parking areas of the two hotels with a common landscaped area.

U.S. GREEN BUILDING COUNCIL MEMBER

www.allenmajor.com

# EMBARC

ARCHITECTURE + DESIGN

# RESUME
# +
# QUALIFICATIONS

# WHO WE ARE

# KEY TEAM MEMBERS:

**Dartagnan Brown**

PRINCIPAL

**Robert Del Savio**

PRINCIPAL

**Cindy Lee**

SENIOR ASSOCIATE

**Paula J. Claridge**

ARCHITECT

**Michelle Acosta**

ASSOCIATE | LEAD INTERIORS

EMBARC

36

STAFF

**ARCHITECTS**

**PROJECT MANAGERS**

**PROJECT ARCHITECTS**

**INTERIOR DESIGNERS**

**SUPPORT STAFF**

# MISSION STATEMENT

EMBARC

As a team of over 35 skilled architects and innovative designers, Embarc sees Architecture as more than just buildings. It is a collection of spaces that enrich the lives of those who occupy them and the harmony those spaces have with their surroundings.

To achieve that elusive relationship between person, space, and place, we collaborate with our diverse clientele and partnerships to create solutions that exceed expectations. In order to connect people experientially and socially, we form close relationships with our sites and neighborhoods, and the data we collect drives every aspect of our projects. This feedback loop of place, site, and design informs our work, ensuring each project has a unique and meaningful resolution.

Our clients are integral to our process as we balance the effects of place and space with their desires and requirements. By making our clients inseparable from the design process, we know that each project will include a diverse set of voices, further enhancing the architectural landscape and delivering projects that exceed expectations.

Architecture is a collaboration. It is not just the efforts of clients, architects, consultants, and builders but the union of site, landscape, and place.

# ARCHITECTURE

EMBARC

Every building requires an incredible effort to align all its creators, from clients, to governing agencies and departments, to the neighborhoods in which the building will be built. Great architecture is the result of the fusion and balance of these forces.

From our first meeting and onwards, our clients know they are heard and supported. Embarc's experience allows us to make deliberate decisions about space, materials, and construction.

We spend time studying the context in which our projects will reside, allowing us to design our buildings so they successfully tie into and become part of the neighborhood they are in.

We believe that a well-defined and clearly articulated design is one that is inherently embedded within site and place. This approach ensures that our projects are an integral part of each neighborhood.

# ZONING APPROVALS



Since 2011, Embarc has successfully taken over 75 projects through Zoning Approvals ranging from 20 to 600 units in size upwards of 200,000 SF, mixed used residential through commercial projects.

We have deep experience working with state and federal municipal agencies, including the Boston Planning and Development Agency, the Zoning Board of Appeals, and numerous approvals boards through out Greater Boston.

We define our design process by working with a diverse group of experts in order to achieve the best possible result for everyone involved. By working extensively with neighborhood groups, city councilors, zoning attorneys, and local constituents, we ensure that our projects reach a successful—and harmonious—conclusion.

Our unique ability to usher projects through what can be delicate negotiations can be seen in our success rate and high levels of repeat business. Our clients have recognized Embarc as a prominent asset for any client looking to have a project well represented through the planning and zoning process.

Our reputation throughout Town and City Hall's, local commercial businesses, and development groups is one of high expectations, integrity, collaboration, and success.

# MASTER PLANNING

EMBARC

We believe that master planning is the cornerstone of great development, no matter the scale.

We approach all our projects with the analysis of existing conditions, programmatic requirements, and systems-level thinking. Our Master Plans are no different. For 20 to 600-unit sized developments, we investigate and study the neighborhood to carefully stitch every new development into its existing fabric. We look carefully at your clientele and meet needs they didn't even know they had.

For our larger developments, we tap into our deep knowledge and expertise, leveraging the forces that shape lively and diverse neighborhoods. That depth of knowledge allows us to form new developments into rich and spatially diverse communities. We know how to build a cohesive space that fits your needs as well as your buyers'.

By facilitating the marriage between commercial and retail spaces, private residences, and public areas, we maximize the outcome of all our master planning projects.

We are currently Master Planning a significant area in the heart of Allston, which will include 6 buildings over 5 industrial sites, housing approximately 360 residential units, 250 parking spaces and 20,000 SF of retail space, with substantial landscape and community areas throughout.

## **Dartagnan Brown** | Principal | Architect

As founding principal of Embarc, Dartagnan personally ushers the majority of our projects through the approval process by working closely with the Boston Planning and Development Authority, various neighborhood groups, city councilors, and the Zoning Board of Appeals.

Dartagnan's significant project design and management experience is an asset to buildings and spaces of any size. His clients quickly see his passion and attention to detail in everything from Embarc's luxury brownstone renovations to our new residential multi-family complexes; from master planning efforts to successful commercial projects for national brand companies.

His dedication to a project's needs and vision is evident in Embarc's singular reputation for going above and beyond, ensuring that each client finds success in their investments.

Dartagnan's childhood years spent living in Iran, Singapore, India, and Hong Kong influenced his early love of design and aesthetic. He has spent the last 18 years working on some of Boston's most impactful projects, giving him insight on every level—from applying high-level thinking when planning city blocks with developers to carefully considering intimate details with homeowners. His approach to design and architecture is focused on the balance of aesthetic and practicality, bringing a unique and intuitive vision to Boston and her neighborhoods.

Dartagnan received degrees in Architecture and Building Sciences from Rensselaer Polytechnic Institute.

**Dartagnan Brown**

PRINCIPAL | ARCHITECT

## **Rob Del Savio** | Principal | Architect

Since joining Embarc in 2013 as Principal, Rob has been instrumental in growing Embarc's multi-family presence given his deep experience in this arena, running the housing division as Principal at his prior firm for 17 years.

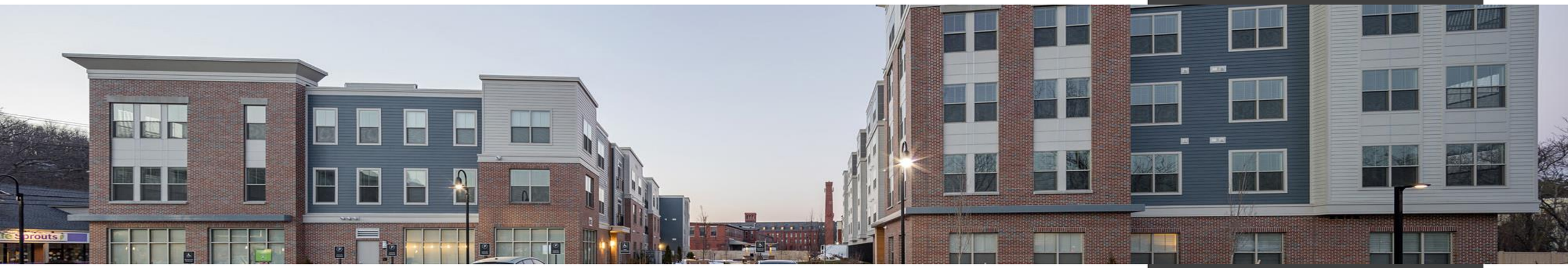
As a licensed architect with more than 20 years of experience, Rob has been involved in a myriad of project types. His expertise focuses on recreational facilities, commercial office building repositioning, and multi-family residential developments as large as 600-units in size within Greater Boston.

Rob thrives on the collaborative nature of architecture, from the initial ideas to the final construction decisions. By working closely with clients early on, he helps identify the opportunities and constraints of each endeavor with a keen sensibility to real estate and public space challenges. He closely monitors each project's development through design before spearheading the documentation process and execution. His dedication to the relationships he has built over the decades shines through in every space Rob has touched.

Rob received Architecture and Building Sciences degrees from Rensselaer Polytechnic Institute.

**Rob Del Savio**

PRINCIPAL | ARCHITECT



## **Cindy Lee** | Senior Associate | Architect

As a licensed architect with 20+ years of experience, Cindy has worked on a variety of project types from housing developments to corporate interiors and recreational facilities. She has worked on many multi-family projects, ranging from 3 to 300 units in new construction, mill structure and historic tax credit projects. On a tight urban site, maximizing parking creatively is vital. Approach to design emphasizes distinctiveness, sustainability and marketability. Cindy's extensive background and strong management skills result in projects meeting budget and schedule. Excellent communication with the client, consultant team and contractor help to deliver the best possible outcome for the project.

Most recently, she completed the residential conversion of a 1914 flatiron building in Lynn called The Vault into 48 apartments. Project included exterior restoration which met National Park Service Standards of Rehabilitation allowing the developer to capture both state and federal historic tax credit.

Cindy also worked on the masterplan and implementation of The Grid District, a portfolio consisting over six acres of prime real estate, spread over 12 buildings and totaling 510 residential units in downtown Worcester. Efforts include creation of The Grid District brand, phased renovation of the apartment units, restoration of historic exteriors meeting tax credit requirements, creation of a residents' hub which included a multi-purpose lobby, leasing office suite and fitness center. As part of the masterplan, she managed the design and branding for one coffee shop and five restaurants.

Prior to joining Embarc in 2015, Cindy was the Project Manager for the renovations to Converse's new headquarters.

**Cindy Lee**

SENIOR ASSOCIATE | ARCHITECT

## **Paula J. Claridge** | Architect

Paula received her Bachelor of Architecture degree from California Polytechnic State University in San Luis Obispo, California. She spent her 4th year of studies at the University of Copenhagen in Denmark, sparking what would become a life-long passion for travel.

As a licensed architect with more than 20 years of experience, Paula has worked on a variety of projects including corporate interiors, historic renovations, high-design concept projects for Disney and Sony Entertainment, airports, multi-family, mixed-use buildings, and recreational facilities, while living in Scotland, Denmark, Australia, and throughout the US.  Paula is licensed in Colorado and California.

She is proud of the many successful relationships she has developed over the years with her clients, colleagues and contractors. Her greatest career satisfaction comes from delivering successful projects and fostering collaborative project teams.

**Paula J. Claridge**

ARCHITECT

## **Michelle Acosta** | Associate | Lead Interiors

Michelle has a wealth of experience designing restaurants, multi-family residential, high-end single-family residential, and commercial interior environments. She is known for her exemplary management of client relationships and her fresh, considered approach to design quality and project administration. She unceasingly embraces the stimulating task of creating inspired and innovative designs that are reinforced by effective space planning, coupled with meticulous selection of furnishings, lighting, and materials.

Michelle has a profound understanding of Boston's regional rental and sales market and has been instrumental in the development of multi-family interior packages at Embarc Studio. Tailoring packages aptly per sector, she recognizes the importance of synergy between design and marketability. Most recently designing interior unit finishes for condos at 1650 Commonwealth Ave.

With roots in Miami and San Francisco, Michelle enjoys pushing the design envelope in metropolitan Boston, while concurrently paying homage to its historical quintessence.

**Michelle Acosta**

ASSOCIATE | LEAD INTERIORS

# WHO WE WORK WITH

# WHO WE WORK WITH

NEW ENGLAND DEVELOPMENT

CATHARTES

The Davis Companies

WOOD PARTNERS

CLARKE SUB-ZERO WOLF

THE FALLON COMPANY

BOSTON PROPERTY VENTURES

# WHAT WE’VE DONE

# HOUSING OVERVIEW

Approximately 6,000 units of housing
[Concept, Permitting, Construction, Complete]

Projects ranging from 10 to 600 units in size, residential, commercial and mixed-use projects

$2 M – $130 M

South Shore | Greater Boston | New Hampshire

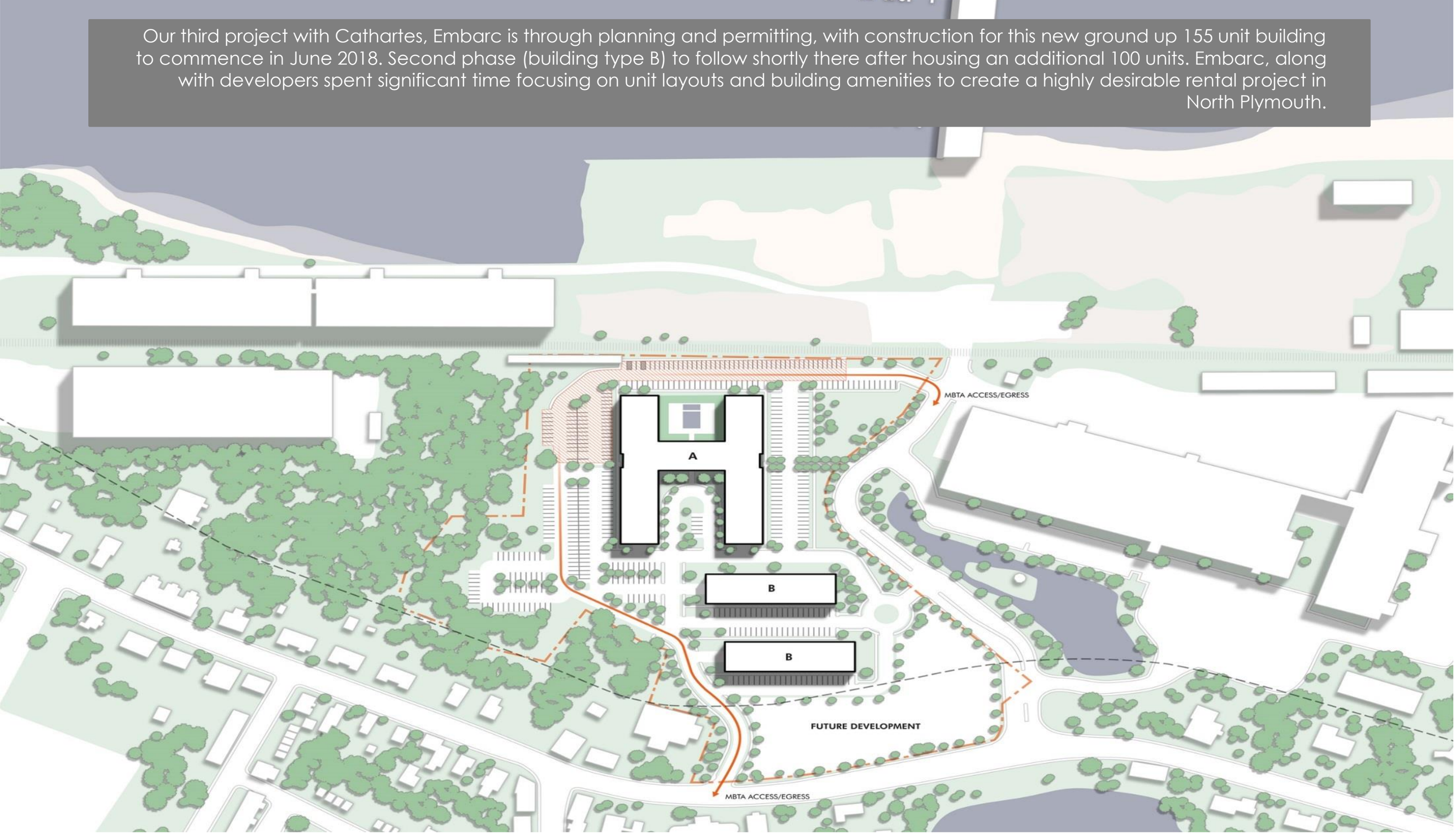
From micro-units in city center – larger suburban empty nester

Even mix of apartments + condominiums

Recently completed for Wood Partners, Embarc designed the second phase for Stone Place, creating 2 new ground up buildings housing 88 residential rental units. Wood framed construction over podium. Prior to Embarc, Rob, Dartagnan and Cindy worked on the first phase of Stone Place which was the design for 212 units amongst a collection of new buildings and an existing mill building.

**37 Washington Street** | Melrose, MA | Phase 1: 212 units – Phase 2: 88 units - apartments

Our third project with Cathartes, Embarc is through planning and permitting, with construction for this new ground up 155 unit building to commence in June 2018. Second phase (building type B) to follow shortly there after housing an additional 100 units. Embarc, along with developers spent significant time focusing on unit layouts and building amenities to create a highly desirable rental project in North Plymouth.




**Cordage Park** | North Plymouth, MA | Phase 1: 155 units – Phase 2: 100 units - apartments

Our third project with Cathartes, Embarc is through planning and permitting, with construction for this new ground up 155 unit building to commence in June 2018. Second phase (building type B) to follow shortly there after housing an additional 100 units. Embarc, along with developers spent significant time focusing on unit layouts and building amenities to create a highly desirable rental project in North Plymouth.

**Cordage Park** | North Plymouth, MA | Phase 1: 155 units – Phase 2: 100 units - apartments

Located up in Dover, New Hampshire, Embarc has taken this site through approvals for 135 residential units along with 5,000 SF of retail space. Construction to commence in July, 2018. Nestled in the heart of the neighborhood our design carefully addresses the various contextual challenges to integrate this projects within the vibrant downtown district.

**The Orpheum** | Dover, NH | 135 units – apartments – mixed-used

Located up in Dover, New Hampshire, Embarc has taken this site through approvals for 135 residential units along with 5,000 SF of retail space. Construction to commence in July, 2018. Nestled in the heart of the neighborhood our design carefully addresses the various contextual challenges to integrate this projects within the vibrant downtown district.

**The Orpheum** | Dover, NH | 135 units – apartments – mixed-used

Embarc is in the process of designing a high-rise tower housing approximately 130 residential units with ground floor retail. Given the existing context, our design for the buildings plays off of the varying vertical elements to create a sense of continuity along Broadway Avenue.

**The Broadway** | Boston, NH | 130 units – condominiums – mixed-used

Our most recent City of Boston Article 80 Large Project is located off of Columbus Street in Roxbury. This 200,000 square foot project houses 2 levels for Horizons for Homeless Children, and 4 levels of office tenant space for local social services and non-profits. A true grass-roots effort by the developers and Embarc, this large project was approved in 6 months and 6 days.

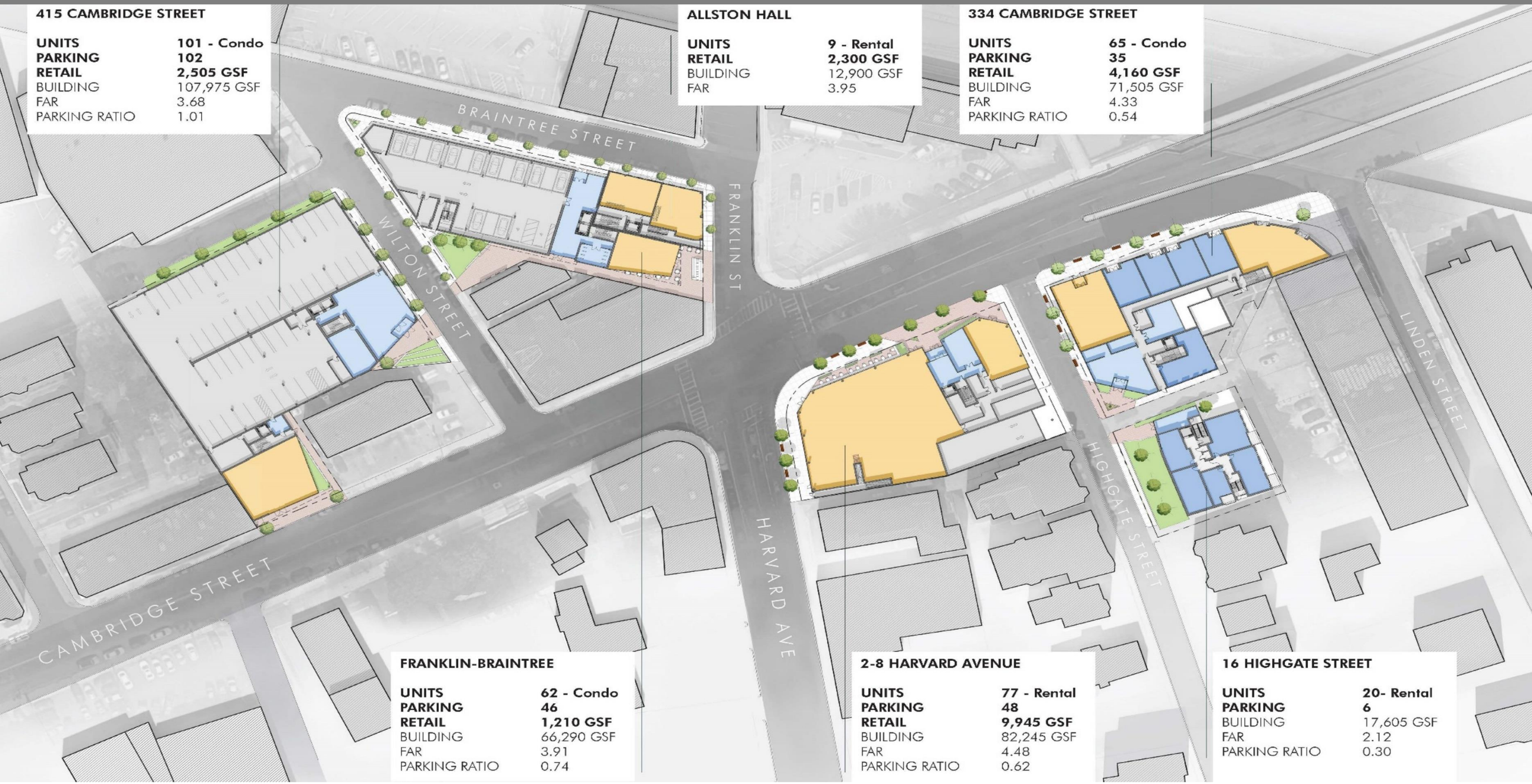
**1785 Columbus Ave – Horizons for Homeless Children** | Boston, MA

Recently completed, Embarc has successfully master-planned 6-acres in downtown Worcester. Scope ranged from creating "The Grid" district, reimaging 510 units of housing, community spaces, 5 restaurants and overall identity for this collection of 8 buildings encompassing over 600,000 SF of residential, retail and restaurant space.

PARK PLAZA ON THE GRID | PORTLAND ON THE GRID | FRANKLIN ON THE GRID | BANCROFT ON THE GRID | HOUGHTON ON THE GRID | BECKER ON THE GRID | PARIS ON THE GRID | PORTSIDE ON THE GRID

**The Grid District** | Worcester, MA | 510 units – apartments – mixed-used

Currently going through the Article 80 Large Project Review process, Embarc is designing approximately 360 units of residential units over 5 parcels of land, including 20,000 SF of retail space and activated outdoor community space, landscape and hardscaped plaza's for use by local residents




**415 CAMBRIDGE STREET**

| | |
|---|---|
| **UNITS** | **101 - Condo** |
| **PARKING** | **102** |
| **RETAIL** | **2,505 GSF** |
| BUILDING | 107,975 GSF |
| FAR | 3.68 |
| PARKING RATIO | 1.01 |

**ALLSTON HALL**

| | |
|---|---|
| **UNITS** | **9 - Rental** |
| **RETAIL** | **2,300 GSF** |
| BUILDING | 12,900 GSF |
| FAR | 3.95 |

**334 CAMBRIDGE STREET**

| | |
|---|---|
| **UNITS** | **65 - Condo** |
| **PARKING** | **35** |
| **RETAIL** | **4,160 GSF** |
| BUILDING | 71,505 GSF |
| FAR | 4.33 |
| PARKING RATIO | 0.54 |

**FRANKLIN-BRAINTREE**

| | |
|---|---|
| **UNITS** | **62 - Condo** |
| **PARKING** | **46** |
| **RETAIL** | **1,210 GSF** |
| BUILDING | 66,290 GSF |
| FAR | 3.91 |
| PARKING RATIO | 0.74 |

**2-8 HARVARD AVENUE**

| | |
|---|---|
| **UNITS** | **77 - Rental** |
| **PARKING** | **48** |
| **RETAIL** | **9,945 GSF** |
| BUILDING | 82,245 GSF |
| FAR | 4.48 |
| PARKING RATIO | 0.62 |

**16 HIGHGATE STREET**

| | |
|---|---|
| **UNITS** | **20- Rental** |
| **PARKING** | **6** |
| BUILDING | 17,605 GSF |
| FAR | 2.12 |
| PARKING RATIO | 0.30 |

**Allston Square** | Allston, MA | 360 units – apartments + condominiums – mixed-used

Currently going through the Article 80 Large Project Review process, Embarc is designing approximately 360 units of residential units over 5 parcels of land, including 20,000 SF of retail space and activated outdoor community space, landscape and hardscaped plaza's for use by local residents

**Allston Square** | Allston, MA | 360 units – apartments + condominiums – mixed-used

This recently completed 40B project, located on Harvard Street in Brookline, houses 25 residential rental units and 4,800 SF of ground floor retail. The project went through a very successful approvals process where the entire team worked closely with the Town and abutters, resulting in a project the had full support from the Zoning Board of Appeals.

**420 Harvard Street** | 40B project | Brookline, MA

# CONTACT

**Dartagnan Brown**

PRINCIPAL

dbrown@embarcstudio.com

617.780.6834

**Robert Del Savio**

PRINCIPAL

rdelsavio@embarcstudio.com

857.498.2891

**Cindy Lee**

SENIOR ASSOCIATE

clee@embarcstudio.com

617.633.9186

STRATEGIC
LAND VENTURES

March 5, 2019

Lance R. Grenzeback
Chariman – Winchester Board of Selectmen
71 Mount Vernon Street
Winchester, MA 01890

*Re: Notice of Application for Chapter 40B Site Eligibility Letter – MassHousing New England Fund Project: "SLV River Street"*

*Applicant: SLV River Street, LLC*

Dear Mr. Chairman:

SLV River Street, LLC has been established as a limited liability company for the purpose of developing a 147 unit rental development at 19 & 35 River Street in Winchester. In accordance with Section 31.01(2)(c) of the Rules of the Housing Appeals Committee (760 CMR 31.01), this letter serves to formally notify the Town of Winchester that a request for a site approval letter has been made by SLV River Street, LLC under Masshousing's New England Fund Program for this development. We have enclosed a copy of the Site Approval Application for your review.

We understand that the Department of Housing and Community Development just recently approved a Winchester Housing Production Plan. We are confident that the 19-35 River Street application can be leveraged successfully by the Town in achieving an HPP certification from DHCD and most importantly, a multi-year safe harbor from any unwanted 40Bs. As such, we look forward to working collaboratively with the Town so that the Town may achieve a safe harbor under its HPP, and move closer to achieving an overall Safe Harbor of 10%.

As the Board may be recognize, the principals in SLV River Street, LLC are the primary principals/developers of 416 Cambridge Street in Winchester. Having previously been through the entirety of the planning and public hearing process with the Town on that application, we expect to benefit from that knowledge and will leverage that experience for the benefit of this project.

SLV River Street has assembled an exceptional team of professionals. Our technical proficiency and design skill will be important components in ensuring that all questions get effectively addressed during the public hearing process. We are committed to developing a first-class project.

On February 28th, I introduced and discussed the project/application with The Town Planner Brian Szekely. Mr. Szekely was particularly helpful in communicating important areas that we should pay additional attention to during the public hearing process.

**257 Hillside Avenue** **O: 617-975-4201** **Needham, MA 02494**

STRATEGIC
LAND VENTURES

We look forward to discussing this project with the Town in greater detail and formally presenting this application to the full Zoning Board of Appeals in the near future. We appreciate any additional comments contributed by municipal officials as we move forward in this process.

Sincerely,

Geoffrey Engler
SLV River Street, LLC

STRATEGIC
LAND VENTURES

RECEIVED
2019 MAR -5 AM 11:02
TOWN OF WINCHESTER
TOWN MANAGER
BOARD OF SELECTMEN

March 5, 2019

Lance R. Grenzeback
Chariman – Winchester Board of Selectmen
71 Mount Vernon Street
Winchester, MA 01890

*Re: Notice of Application for Chapter 40B Site Eligibility Letter – MassHousing New England Fund Project: "SLV River Street"*

*Applicant: SLV River Street, LLC*

Dear Mr. Chairman:

SLV River Street, LLC has been established as a limited liability company for the purpose of developing a 147 unit rental development at 19 & 35 River Street in Winchester. In accordance with Section 31.01(2)(c) of the Rules of the Housing Appeals Committee (760 CMR 31.01), this letter serves to formally notify the Town of Winchester that a request for a site approval letter has been made by SLV River Street, LLC under Masshousing's New England Fund Program for this development. We have enclosed a copy of the Site Approval Application for your review.

We understand that the Department of Housing and Community Development just recently approved a Winchester Housing Production Plan. We are confident that the 19-35 River Street application can be leveraged successfully by the Town in achieving an HPP certification from DHCD and most importantly, a multi-year safe harbor from any unwanted 40Bs. As such, we look forward to working collaboratively with the Town so that the Town may achieve a safe harbor under its HPP, and move closer to achieving an overall Safe Harbor of 10%.

As the Board may be recognize, the principals in SLV River Street, LLC are the primary principals/developers of 416 Cambridge Street in Winchester. Having previously been through the entirety of the planning and public hearing process with the Town on that application, we expect to benefit from that knowledge and will leverage that experience for the benefit of this project.

SLV River Street has assembled an exceptional team of professionals. Our technical proficiency and design skill will be important components in ensuring that all questions get effectively addressed during the public hearing process. We are committed to developing a first-class project.

On February 28th, I introduced and discussed the project/application with The Town Planner Brian Szekely. Mr. Szekely was particularly helpful in communicating important areas that we should pay additional attention to during the public hearing process.

**257 Hillside Avenue** **O: 617-975-4201** **Needham, MA 02494**

STRATEGIC
LAND VENTURES

We look forward to discussing this project with the Town in greater detail and formally presenting this application to the full Zoning Board of Appeals in the near future. We appreciate any additional comments contributed by municipal officials as we move forward in this process.

Sincerely,

Geoffrey Engler
SLV River Street, LLC

**257 Hillside Avenue** **O: 617-975-4201** **Needham, MA 02494**

STRATEGIC
LAND VENTURES

March 5, 2019

Ms. Catherine Racer, Associate Director
Department of Housing and Community Development
100 Cambridge Street, Suite 300
Boston, MA. 02114

*Re: Notice of Application for Chapter 40B Site Eligibility Letter – MassHousing New England Fund*
*Project: "SLV River Street" – 19 & 35 River Street, Winchester, MA*

*Dear Kate:*

SLV River Street, LLC, a limited liability company for the purpose of developing a 147 mixed-income development at 19 & 35 River Street in Winchester. In accordance with Section 31.01(2)(c) of the Rules of the Housing Appeals Committee (760 CMR 31.01), this letter serves to notify the Department that a request for site approval letter has been made by SLV River Street, LLC under Masshousing's New England Fund Program for a 147 unit development in the Town of Winchester.

According to the Rules of the Housing Appeals Committee, Masshousing cannot issue a site approval letter until at least 30 days has elapsed from the time of notification to the Chairperson of the Winchester Board of Selectmen. Shortly after that time period, we are hopeful that Masshousing will issue a site approval letter so that the applicant can file a comprehensive permit application with the Winchester Zoning Board of Appeals. Any comments received from the Town will be considered by MassHousing during this 30-day comment period.

We will notify you when the site approval letter is issued. In the interim, please contact me directly should you have any questions.

Sincerely,

Geoffrey Engler
SLV River Street, LLC

cc: Town of Winchester

**257 Hillside Avenue** **O: 617-975-4201** **Needham, MA 02494**

D

# The Commonwealth of Massachusetts

**William Francis Galvin**
Secretary of the Commonwealth
One Ashburton Place, Room 1717, Boston, Massachusetts 02108-1512

FILED
JAN 30 2019
SECRETARY OF THE COMMONWEALTH
CORPORATIONS DIVISION

## Limited Liability Company
## Certificate of Organization
**(General Laws Chapter 156C, Section 12)**

Identification No.: _____

(1) The exact name of the limited liability company:

SLV River Street, LLC

(2) The street address of the office in the commonwealth at which its records will be maintained:

257 Hillside Avenue, Needham, MA 02494

(3) The general character of the business:

Hold, manage and develop real estate and all such lawful business as the LLC may determine and the law shall permit.

(4) Latest date of dissolution, if specified: None

(5) The name and street address, of the resident agent in the commonwealth:

| NAME | ADDRESS |
|---|---|
| Geoffrey Engler | 257 Hillside Avenue<br>Needham, MA 02494 |

(6) The name and business address, if different from office location, of each manager, if any:

| NAME | ADDRESS |
|---|---|
| Strategic Land Ventures, LLC | 257 Hillside Avenue<br>Needham, MA 02494 |

(7) The name and business address, if different from office location, of each person in addition to manager(s) authorized to execute documents filed with the Corporations Division, and at least one person shall be named if there are no managers:

| NAME | ADDRESS |
|---|---|
| Geoffrey Engler | 257 Hillside Avenue<br>Needham, MA 02494 |
| Justin Krebs | 257 Hillside Avenue<br>Needham, MA 02494 |

(8) The name and business address, if different from office location, of each person authorized to execute, acknowledge, deliver and record any recordable instrument purporting to affect an interest in real property recorded with a registry of deeds or district office of the land court:

| NAME | ADDRESS |
|---|---|
| Geoffrey Engler | 257 Hillside Avenue<br>Needham, MA 02494 |
| Justin Krebs | 257 Hillside Avenue<br>Needham, MA 02494 |

(9) Additional matters:

Signed by *(by at least one authorized signatory)*: _____

Consent of resident agent:

I Geoffrey Engler, resident agent of the above limited liability company, consent to my appointment as resident agent pursuant to G.L. c 156C § 12*

**or attach resident agent's consent hereto.*

Strategic Land Ventures, LLC
257 Hillside Avenue
Needham, MA 02494
(617) 276-7261

January 22, 2019

Commonwealth of Massachusetts
Office of the Secretary of State
One Ashburton Place
Boston, MA 02108

Re: **SLV River Street, LLC**

Dear Sir or Madam:

Please be advised that I, Geoffrey Engler, as Manager of Strategic Land Ventures, LLC (the Manager of SLV Medway I, LLC, SLV Millis, LLC, and SLV Bridgewater, LLC, collectively the "SLV Entities") and as the authorized signatory for filings with the Secretary of the Commonwealth on behalf of the SLV Entities, am aware of the above entity filing with your office and hereby authorize SLV River Street, LLC to operate in the Commonwealth under that name.

Very Truly Yours,

Geoffrey Engler,
Authorized Representative of
SLV Medway I, LLC
SLV Millis, LLC
SLV Bridgewater, LLC

#2190

SECRETARY OF THE COMMONWEALTH

2019 JAN 30 PM 12:03

CORPORATIONS DIVISION

# COMMONWEALTH OF MASSACHUSETTS

William Francis Galvin
Secretary of the Commonwealth
One Ashburton Place, Boston, Massachusetts 02108-1512

## Limited Liability Company Certificate
(General Laws Chapter 156C, Section 12)

FILED

JAN 30 2019

SECRETARY OF THE COMMONWEALTH
CORPORATIONS DIVISION

I hereby certify that upon examination of this limited liability company certificate, duly submitted to me, it appears that the provisions of the General Laws relative thereto have been complied with, and I hereby approve said application; and the filing fee in the amount of $500 having been paid, said application is deemed to have been filed with me this 30 day of JAN, 20 19, at _____ a.m./p.m.
*time*

Effective date: _____

WILLIAM FRANCIS GALVIN
*Secretary of the Commonwealth*

Filing fee: $500

TO BE FILLED IN BY LIMITED LIABILITY COMPANY
Contact Information:

Jason A. Pithie, Esq.

Pithie & Associates, P.C.

158 Pleasant Street, South Weymouth, MA 02190

Telephone: 781-682-9010

Email: jaypithie@pithielaw.com

Upon filing, a copy of this filing will be available at www.sec.state.ma.us/cor.
If the document is rejected, a copy of the rejection sheet and rejected document will be available in the rejected queue.

132450 9

DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

Date of this notice: 01-31-2019

Employer Identification Number:
83-3371174

Form: SS-4

Number of this notice: CP 575 G

SLV RIVER STREET LLC
GEOFFREY ENGLER SOLE MBR
257 HILLSIDE AVE
NEEDHAM, MA 02494

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 83-3371174. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear off stub and return it to us.

A limited liability company (LLC) may file Form 8832, *Entity Classification Election*, and elect to be classified as an association taxable as a corporation. If the LLC is eligible to be treated as a corporation that meets certain tests and it will be electing S corporation status, it must timely file Form 2553, *Election by a Small Business Corporation*. The LLC will be treated as a corporation as of the effective date of the S corporation election and does not need to file Form 8832.

To obtain tax forms and publications, including those referenced in this notice, visit our Web site at www.irs.gov. If you do not have access to the Internet, call 1-800-829-3676 (TTY/TDD 1-800-829-4059) or visit your local IRS office.

**IMPORTANT REMINDERS**:

* Keep a copy of this notice in your permanent records. **This notice is issued only one time and the IRS will not be able to generate a duplicate copy for you.** You may give a copy of this document to anyone asking for proof of your EIN.

* Use this EIN and your name exactly as they appear at the top of this notice on all your federal tax forms.

* Refer to this EIN on your tax-related correspondence and documents.

If you have questions about your EIN, you can call us at the phone number or write to us at the address shown at the top of this notice. If you write, please tear off the stub at the bottom of this notice and send it along with your letter. If you do not need to write us, do not complete and return the stub.

Your name control associated with this EIN is SLVR. You will need to provide this information, along with your EIN, if you file your returns electronically.

Thank you for your cooperation.

(IRS USE ONLY) 575G 01-31-2019 SLVR O 9999999999 SS-4

Keep this part for your records. CP 575 G (Rev. 7-2007)

---

Return this part with any correspondence
so we may identify your account. Please
correct any errors in your name or address.

CP 575 G

9999999999

Your Telephone Number
( ) -
_____

Best Time to Call
_____

DATE OF THIS NOTICE: 01-31-2019
EMPLOYER IDENTIFICATION NUMBER: 83-3371174
FORM: SS-4 NOBOD

INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

SLV RIVER STREET LLC
GEOFFREY ENGLER SOLE MBR
257 HILLSIDE AVE
NEEDHAM, MA 02494

DEVELOPER'S
ACKNOWLEDGMENT OF OBLIGATIONS

[Rental]

***For Comprehensive Permit Projects in Which Funding is Provided Through Other than a State Entity***

Cost Examination
and
Limitation on Profits and Distribution Requirements

The undersigned, SLV River Street, LLC ("Developer"), in accordance with requirements for Project Eligibility of Comprehensive Permit Projects found at 760 CMR 56.04(4), hereby acknowledges its commitment and obligation to comply with requirements for cost examination under pains and penalties of perjury, and limitations on profits and distributions, all as found at 760 CMR 56.04(8) and will be more particularly set forth in Sections 7 and 21 of a Regulatory Agreement by and between Developer and the Massachusetts Housing Finance Agency acting as Subsidizing Agency as defined under the provisions of 760 CMR 56.02 (the "Subsidizing Agency").

The undersigned Developer further acknowledges that will be required to provide financial surety by means of bond, cash escrow and a surety escrow agreement or letter of credit with the agreement that it may be called upon or used in the event that the Developer fails either to (i) complete and submit the examined Cost Certification as required by 760 CMR 56.04(8) and Section 21 of the Regulatory Agreement, or (ii) pay over to the Subsidizing Agency or the Municipality any funds in excess of the limitations on profits and distributions from capital sources as required by 760 CMR 56.04(8), and as set forth in Section 7(h) of the Regulatory Agreement.

Executed as a sealed instrument this 5th day of March, 2019.

**[DEVELOPER]**

By: _____

Its: MANAGER